

PIG'S EYE LANDFILL
RECORDS COMPILATIONS
MINNESOTA MINING & MANUFACTURING

US EPA RECORDS CENTER REGION 5



557209

DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
00024	04/01/62	NORMA KELLY, 3M	H.W. MITLACHER, 3M	3M INTEROFFICE MEMO REGARDING AGREEMENT	A MEMO WHICH DISCUSSES A PROPOSED AGREEMENT WITH COSTPA (PIG'S EYE) AND 3M. THE MEMO STATES 3 COPIES OF THE AGREEMENT ARE ATTACHED; HOWEVER, THE AGREEMENT IS NOT INCLUDED WITH THE DOCUMENT. THE MEMO STATES THE TERM OF THE AGREEMENT IS FROM 4/1/62 TO 3/31/63.	3M, COSTPA
00028	04/01/61	COSTPA (PERMITOR)	3M (PERMITEE)	AGREEMENT BETWEEN COSTPA AND 3M	AN AGREEMENT BETWEEN COSTPA AND 3M IN WHICH 3M AGREES TO PAY \$300/MO TO USE PIG'S EYE FROM 04/01/61 TO 03/31/62. THE AGREEMENT LISTS EIGHT CONDITIONS TO BE FOLLOWED BY 3M.	COSTPA, 3M
00031	04/03/61	FRED E. EDMUND, 3M	JOHN M. COTTER, COSTPA	LETTER REGARDING 3M DISPOSAL AT PIG'S EYE	A LETTER CONFIRMING A DISCUSSION FROM 03/22/61, IN REGARDS TO THE USE OF PIG'S EYE AREA FOR DISPOSAL OF DRY SCRAP FROM 3M PLANTS IN ST. PAUL AND FROM CHEMOLITE SIDING. THE LETTER STATES THE PRESENT DAILY VOLUME IS 5 COMPACTOR LOADS FROM ST. PAUL AND 3 OR 4 COMPACTOR LOADS FROM THE CHEMOLITE PLANT, TO BE DISPOSED AT PIG'S EYE FOR A CHARGE OF \$300/MO.	COSTPA, 3M
00032	04/03/61	F.E. EDLUND, 3M	W.A. AITKEN, ET AL., 3M	3M MEMO	A MEMO WHICH STATES STARTING 04/04/61 3M WILL ARRANGE FOR DISPOSAL OF DRY SCRAP AT PIG'S EYE. THE MEMO STATES CLEARANCE FOR THE USE OF THIS AREA WAS OBTAINED FROM JOHN M. COTTER, COSTPA. THE DOCUMENT STATES A COPY OF A LETTER TO MR. COTTER IS ATTACHED; HOWEVER, IT IS NOT INCLUDED WITH THIS	COSTPA, 3M

PIG'S EYE LANDFILL
RECORDS COMPILATIONS
MINNESOTA MINING & MANUFACTURING

DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
					DOCUMENT. THE DOCUMENT STATES FRANK KINDERMAN IS IN CHARGE OF MAINTAINING PROPER PROCEDURES AND SURVEILLANCE AND NET WASTE WILL CONTINUE TO BE DISPOSED AT WOODBURY TOWNSHIP LANDFILL.	
00044	06/27/61	CHARLTON DIETZ, 3M	ROBERT W. O'CONNELL, 3M	3M LETTER REGARDING PIG'S EYE	A COVER LETTER WHICH STATES FOUR COPIES OF AN AGREEMENT BETWEEN 3M AND THE COSTPA COVERING THE USE OF PIGS EYE. THE COPIES OF THE AGREEMENT ARE NOT INCLUDED WITH THE DOCUMENT.	COSTPA, 3M
00052	00/00/62			1962 - 3M'S DAILY LOADS TO PIG'S EYE	A TABLE ILLUSTRATING THE NUMBER OF DAILY LOADS BROUGHT TO PIG'S EYE IN THE YEAR 1962. THE YEAR TOTAL WAS 3,753 LOADS AND THE MONTHLY RATES RANGE BETWEEN 225 LOADS 382 LOADS.	3M
00079	04/13/62	COSTPA	3M	COSTPA COUNSEL RESOLUTION	A COSTPA COUNSEL RESOLUTION IN WHICH THE OFFICERS AUTHORIZE AN AGREEMENT WITH 3M. THE ATTACHED AGREEMENT DATED 04/01/63 STATES COSTPA AUTHORIZES 3M TO DEPOSIT RUBBISH AT PIG'S EYE FROM 04/01/63 TO 12/31/63 FOR \$300/MO. THE AGREEMENT LISTS EIGHT CONDITIONS TO BE FOLLOWED BY 3M.	COSTPA, 3M

PIG'S EYE LANDFILL
RECORDS COMPILATIONS
MINNESOTA MINING & MANUFACTURING

DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
00085	05/03/62	COSTPA (PERMITOR)	3M (PERMITEE)	AGREEEMENT BETWEEN COSTPA AND 3M	AN AGREEMENT IN WHICH COSTPA PERMITS 3M TO USE THE PIG'S EYE FACILITY FOR A TERM OF 04/01/62 TO 03/31/63 FOR \$300/MO. THE AGREEMENT LISTS EIGHT TERMS FOR 3M TO FOLLOW.	COSTPA, 3M
00104	12/17/62	CLYDE A. TESTER, SUPT. OF SANITATION	MILTON ROSEN, COMM. OF PUBLIC WORKS	LETTER REGARDING RUBBISH HAULERS CONTRACTS	A LETTER WHICH DISCUSSES DISPOSAL PROBLEMS AT THE ST. PAUL LANDFILLS SUCH AS; INCREASED BURDEN ON LANDFILLS; 3M'S LARGE RUBBISH DUMPING; AND COST OF CONSTRUCTION TO HANDLE THIS AMOUNT OF RUBBISH. THE AUTHOR RECOMMENDS THAT FOR THOSE HAULERS OUTSIDE OF THE COSTPA, CONTRACT'S SHOULD NOT BE RENEWED AND NOT TO ALLOW ANY NEW CONTRACTORS TO DISPOSE AT THE ST. PAUL LANDFILLS.	COSTPA, 3M
00126	02/08/63	CLYDE A. TESTER, SUPT. OF SANITATION	FRED E. EDLUND	LETTER REGARDING 3M	3M ASKED PERMISSION TO DUMP RUBBISH FROM CHEMOLITE PLANT AT PIG'S EYE AND DUE TO THE PROBLEMS AT PIG'S EYE ALL AGREEMENT WILL BE TERMINATED AS OF 12/31/63.	COSTPA, 3M
00131	05/22/63	CLYDE A. TESTER, SUPT. OF SANITATION	FRED E. EDLUND, 3M	AGREEMENT BETWEEN COSTPA AND 3M	A REQUEST FOR 3M TO SIGN AN AGREEMENT DATED 04/01/63. THE AGREEMENT STATES COSTPA PERMITS 3M TO DEPOSIT AT PIG'S EYE FOR \$300 PER MONTH FROM 04/01/63 TO 12/31/63.	COSTPA, 3M

PIG'S EYE LANDFILL
RECORDS COMPILATIONS
MINNESOTA MINING & MANUFACTURING

DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
00137	06/06/63	T.J. SCHEURMAN, 3M	T.J. LYONS, 3M	3M INTEROFFICE CORRESPONDENCE	A COVERLETTER WHICH STATES TWO COPIES OF AN AGREEMENT WITH COSTPA OVER USE OF PIG'S EYE FROM 04/01/63 TO 12/31/63 IS ATTACHED; HOWEVER, THE AGREEMENT IS NOT INCLUDED WITH THE DOCUMENT.	COSTPA, 3M
00138	06/07/63	T.J. SCHEURMAN, 3M	CLYDE A. TESTER, SUPT. OF SANITATION, COSTPA	COVERLETTER	A COVERLETTER WHICH STATES TWO COPIES OF AN AGREEMENT BETWEEN COSTPA AND 3M OVER USE OF PIG'S EYE IS ATTACHED; HOWEVER, THE AGREEMENTS ARE NOT INCLUDED WITH THIS DOCUMENT.	COSTPA, 3M
00139	06/14/63	VERNON D. AXMACK, ARCH. ENG., 3M	TOM SCHEURMAN, OFFICE OF GENERAL COUNSEL, 3M	3M INTEROFFICE MEMO	A COVERLETTER WHICH STATES THAT A COPY OF AN AGREEMENT BETWEEN 3M AND COSTPA IS ATTACHED; HOWEVER, IS NOT INCLUDED WITH THIS DOCUMENT.	COSTPA, 3M
00140	06/17/63	T.J. SCHEURMAN, OFFICE GENERAL COUNSEL, 3M	T.J. LYONS, 3M	3M INTEROFFICE MEMO	A COVERLETTER WHICH STATES A COPY OF AN AGREEMENT BETWEEN COSTPA AND 3M OVER USE OF PIG'S EYE FOR \$300/MO FROM 04/0/63 TO 12/31/63 IS ATTACHED; HOWEVER, IS NOT INCLUDED WITH DOCUMENT.	COSTPA, 3M
00164	02/17/64	COSTPA	3M	AGREEMENT BETWEEN 3M AND COSTPA	AN AGREEMENT IN WHICH COSTPA PERMITS 3M TO DEPOSIT RUBISH AT PIG'S EYE FOR \$300/MO FOR A PERIOD STARTING 01/01/64 TO 06/30/64. THE AGREEMENT LISTS EIGHT CONDITIONS THAT 3M MUST FOLLOW.	COSTPA, 3M

PIG'S EYE LANDFILL
RECORDS COMPILATIONS
MINNESOTA MINING & MANUFACTURING

DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
00179	05/11/64	CLYDE E. TESTER, SUPT. OF SANITATION	DONALD L. LAIS, CORPORATION COUNSEL	LETTER REGARDING PIG'S EYE	A LETTER WHICH DISCUSSES THE PURCHASE OF A RUBBISH BURNER FOR PIG'S EYE WHICH COULD BE USED TO BURN MATERIALS THAT ARE CURRENTLY BURNED IN THE OPEN, PLUS SOME ADDITIONAL MATERIALS FROM 3M. THE DOCUMENT STATES IT WAS UNDERSTOOD BY 3M THAT IF THIS BURNER WAS ERECTED, 3M WOULD BE ASSESSED ON A MUCH HIGHER BASIS. THE AUTHOR STATES DUE TO THE DIFFICULTIES IN PURCHASING A BURNER AN AGREEMENT BE WRITTEN UP TO EXTEND 3M'S CURRENT AGREEMENT (01/01/64 TO 06/30/64) UNTIL 12/31/64 AT A RATE OF \$300/MO. THE DOCUMENT STATES A COPY OF THE MARCH AGREEMENT IS ATTACHED; HOWEVER, IT IS NOT INCLUDED WITH DOCUMENT.	COSTPA, 3M
00181	06/03/64	COSTPA	3M	COSTPA COUNCIL RESOLUTION AND AGREEMENT BETWEEN COSTPA AND 3M	A COSTPA COUNCIL RESOLUTION AND AN AGREEMENT. THE COSTPA COUNCIL RESOLUTION STATES THE COSTPA CITY OFFICERS AUTHORIZE AN AGREEMENT BETWEEN COSTPA AND 3M IN WHICH THEIR FORMER AGREEMENT DATED 03/13/64 EXTENDED FROM 06/30/64 TO 12/31/64. THE AGREEMENT IS AN EXTENSION OF THE CONTRACT FROM 06/30/64 TO 12/31/64, AS STATED IN THE RESOLUTION.	COSTPA, 3M
00192	07/09/64	JOSEPH J. MITCHELL, CITY COMPTROLLER	BUREAU OF SANITATION	AGREEMENT BETWEEN COSTPA AND 3M	A COVER LETTER TRANSMITTING AN AGREEMENT THE AGREEMENT IS DATED 04/01/61 IN WHICH COSTPA GRANTS 3M PERMISSION TO USE PIG'S EYE FOR \$300/MO FOR A TERM FROM 04/01/61 TO 03/31/62. THE AGREEMENT LISTS EIGHT CONDITIONS 3M MUST FOLLOW	COSTPA, 3M

PIG'S EYE LANDFILL
RECORDS COMPILATIONS
MINNESOTA MINING & MANUFACTURING

DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
00199	09/00/64	TECHNICAL COMMITTEE	CITY COUNCIL	SOLID WASTE DISPOSAL FOR COSTPA REPORT	A SOLID WASTE DISPOSAL REPORT FOR COSTPA REGARDING LONG RANGE CONSIDERATIONS. THE DOCUMENT STATES 25% - 30% OF MATERIALS DISPOSED OF AT PIGS EYE ARE DEMOLITION MATERIALS; 25% OF COSTPA REFUSE; AND 30% OF GENERAL REFUSE SUCH AS ASHES AND FURNITURE. THE DOCUMENT STATES PIG'S EYE BEGAN IN 1956 WITH SEVEN ACRES AND HAS EXPANDED SINCE. THE DOCUMENT RECOMMENDS INCINERATION FACILITIES BE CONSTRUCTED.	COSTPA, 3M
00226	01/01/65	COSTPA	3M	AGREEMENT BETWEEN COSTPA AND 3M	AN AGREEMENT IN WHICH COSTPA GRANTS 3M PERMISSION TO USE PIGS EYE FOR \$300 PER MONTH FOR THE PERIOD FROM 01/01/65 TO 12/31/65. THE DOCUMENT LISTS EIGHT CONDITIONS IN WHICH 3M MUST FOLLOW.	COSTPA, 3M
00242	02/17/65	T.J. SCHEURMAN	BUREAU OF SANITATION	COVERLETTER	A COVERLETTER WHICH STATES FOUR COPIES OF AN AGREEMENT WITH COSTPA AND 3M FOR WASTE DISPOSAL AT PIGS EYE ARE ATTACHED; HOWEVER, THE COPIES ARE NOT INCLUDED WITH THIS DOCUMENT.	COSTPA, 3M
00246	03/22/65	3M	V.D. AXMARK ET AL.	3M COVERLETTER	A COVERLETTER WHICH STATES AN EXECUTED COPY OF AN AGREEMENT BETWEEN 3M AND COSTPA, OVER USE OF PIG'S EYE FOR \$300/MO FOR A TERM FROM 01/01/65 TO 12/31/65, IS	3M, COSTPA

PIG'S EYE LANDFILL
RECORDS COMPILATIONS
MINNESOTA MINING & MANUFACTURING

DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
					ATTACHED; HOWEVER, IT IS NOT INCLUDED WITH THE DOCUMENT.	
00250	01/07/66	COSTPA	3M	COSTPA COUNCIL RESOLUTION AND AN AGREEMENT BETWEEN COSTPA AND 3M	A COSTPA COUNCIL RESOLUTION WHICH STATES CITY OFFICERS AUTHORIZE AN AGREEMENT WHICH ALLOWS 3M TO DISPOSE AT PIG'S EYE. THE AGREEMENT IS DATED 01/01/66 WHICH COSTPA ALLOWS 3M TO DEPOSIT AT PIG'S EYE FOR \$300/MO FROM 01/01/66 TO 12/31/66. THE AGREEMENT LISTS EIGHT CONDITIONS 3M MUST FOLLOW.	COSTPA, 3M
00254	01/10/66	ART	MR. PESEK	AGREEMENT BETWEEN COSTPA AND 3M	A COVERLETTER WHICH STATES A CONTRACT WITH COSTPA IS ATTACHED, WHICH ALLOWS 3M TO DISPOSE DRY SCRAP FROM ST. PAUL, MAPLEWOOD AND CHEMOLITE, AT PIG'S EYE FOR \$300/MO. FROM 01/01/66 TO 12/31/66.	COSTPA, 3M
00259	01/11/66	D.L. HITT, OFF. OF GENERAL COUNSEL, 3M	C.P. PESEK AND T.J. LYONS	3M MEMO	A COVERLETTER WHICH REQUESTS AN APPROVAL OF THE ATTACHED AGREEMENT WITH COSTPA. THE LETTER STATES IT IS AN ANNUAL RENEWAL CONTRACT WITH COSTPA FOR DISPOSAL OF 3M DRY SCRAP FROM THE 3M ST. PAUL, MAPLEWOOD AND CHEMOLITE PLANTS FOR \$300/MO. THE ATTACHMENT IS NOT INCLUDED WITH THE DOCUMENT.	COSTPA, 3M

PIG'S EYE LANDFILL
RECORDS COMPILATIONS
MINNESOTA MINING & MANUFACTURING

DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
00260	01/11/66	D.L. HITT	JOSEPH A. CREA, BUREAU OF SANITATION, COSTPA	COVERLETTER	A COVERLETTER WHICH STATES FOUR COPIES OF AN AGREEMENT BETWEEN COSTPA AND 3M FOR DISPOSAL OF WASTE MATERIAL AT PIG'S EYE IS ATTACHED; HOWEVER, THE AGREEMENT IS NOT ATTACHED.	COSTPA, 3M
00284	11/22/66	KENT SCHONBERGER	FLOYD J. FORSBERG	DPWCSP INTEROFFICE COMMUNICATION	AN INTEROFFICE COMMUNICATION WHICH DISCUSSES EXTENDING 3M'S AGREEMENT WITH COSTPA; A HANDWRITTEN NOTE WHICH STATES 3M WAS ADVISED OF THE 30 DAYS NOTICE FOR CANCELLATION; AND A 01/01/65 AGREEMENT BETWEEN 3M AND COSTPA IN WHICH COSTPA PERMITS 3M TO DUMP AT PIG'S EYE FOR \$300/MO FOR A PERIOD FROM 01/01/65 TO 12/31/65.	3M, COSTPA
00291	11/22/66	JEROME J. SEGAL, COSTPA, LEGAL DEPT.	KENT SCHONBERGER DPWCSP	AGREEMENT BETWEEN COSTPA AND 3M 01/01/67	A COVERLETTER AND AN AGREEMENT. THE COVERLETTER STATES AN AGREEMENT ENCLOSED AS REQUESTED. THE AGREEMENT IS DATED 01/01/67 BETWEEN COSTPA AND 3M, WHICH COSTPA PERMITS 3M TO DISPOSE AT PIG'S EYE FOR \$300/MO. FROM 01/01/67 TO 12/31/67.	3M, COSTPA
00298	01/27/66	VIRGINIA LESO, 3M LAW DEPT.	H.J. WESSELS ET AL., 3M	3M OBC MEMO	A 3M MEMO WHICH STATES A COPY OF AN EXECUTED AGREEMENT BETWEEN 3M AND COSTPA FOR USE OF PIGS EYE FOR \$300/MO FROM 01/06/66 TO 12/31/66 IS ATTACHED; HOWEVER THE AGREEMENT IS NOT INCLUDED WITH THE DOCUMENT.	3M, COSTPA

PIG'S EYE LANDFILL
RECORDS COMPILATIONS
MINNESOTA MINING & MANUFACTURING

DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
00300	12/13/66	ARLO D. LEVI, 3M	C.P. PESEK AND C.W. LUIS, 3M	3M COVERLETTER	A COVERLETTER WHICH STATES FIVE COPIES OF AN AGREEMENT BETWEEN 3M AND COSTPA FOR AN ANNUAL RENEWAL CONTRACT FOR DISPOSAL OF 3M DRY SCRAP FROM ST. PAUL, MAPLEWOOD, AND CHEMOLITE PLANTS FOR \$300/MO; HOWEVER, THE COPIES ARE NOT ATTACHED.	3M, COSTPA
00336	04/24/67	ALICE ROBINSON, 3M	H.J. WESSEL ET AL., 3M	3M INTEROFFICE MEMOS	TWO MEMOS; THE FIRST STATES A COPY OF A LETTER FROM COSTPA IS ATTACHED. HOWEVER, THE COPY IS NOT INCLUDED WITH THIS DOCUMENT; AND THAT THE AGREEMENT WITH COSTPA WAS CANCELLED 03/13/67. THE SECOND MEMO IS DATED 02/23/67 DISCUSSES THE INITIATION OF DISPOSAL FEES AND HOW 3M WILL HANDLE THE PAYMENTS AND THE MEMO REQUESTS A RIDER TO BE ADDED TO INCLUDE THE PAYMENT INFORMATION.	3M, COSTPA
01686	01/08/91	MPCA	GENE JOHNSON, 3M	MPCA INFORMATION REQUEST LETTER REGARDING PIG'S EYE	A MPCA INFORMATION REQUEST LETTER WHICH REQUIRES 3M TO PROVIDE INFORMATION REGARDING PIG'S EYE AND FISH HATCHERY'S DUMP.	3M
01701	01/08/91	MPCA	WHIRLP	MPCA INFORMATION REQUEST LETTER REGARDING PIG'S EYE	A LETTER WHICH STATES MPCA BELIEVES 3M IS A RESPONSIBLE PERSON UNDER THE MINNESOTA ENVIRO. RESPONSE AND LIABILITY ACT, THEREFORE 3M IS REQUIRED TO PROVIDE INFORMATION TO MPCA RELATED TO RELEASE OR THREATENED RELEASE. THE DOCUMENT ALSO INCLUDES A QUESTIONNAIRE REGARDING PIGS EYE AND FISH HATCHERY.	3M, WHIRLP

PIG'S EYE LANDFILL
RECORDS COMPILATIONS
MINNESOTA MINING & MANUFACTURING

DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
01712	01/08/91	MPCA	GENE JOHNSON, EEPC, 3M - BUILDING	MPCA INFORMATION REQUEST LETTER REGARDING PIG'S EYE	A MPCA INFORMATION REQUEST LETTER WHICH REQUIRES 3M TO PROVIDE INFORMATION REGARDING PIG'S EYE AND FISH HATCHERY'S DUMP.	3M
02066	02/27/91	CATHY O'CONNELL, MPCA	GENE JOHNSON, 3M	MPCA LETTER TO 3M	A FOLLOW-UP LETTER TO 3M, REQUESTING THAT 3M COMPLY WITH MINNESOTA ENVIRONMENTAL RESPONSE AND LIABILITY ACT AND RESPOND TO MPCA'S REQUEST FOR INFORMATION QUESTIONNAIRE CONCERNING PIG'S EYE DUMP.	3M
02133	06/03/92	3M	CATHY O'CONNELL, MPCA	3M LETTER	A REQUEST BY RUSSELL SUSAG OF 3M TO MEET WITH MPCA. THE DOCUMENT STATES THAT 3M IS UNABLE TO LOCATE PREVIOUS COPY OF A RESPONSE RELATIVE TO PIG'S EYE.	3M
02135	10/13/62	NILES FELLOWS, MPCA	CHERYL SMITH	ELECTRONIC MAIL NOTE CONCERNING 3M	MR. FELLOWS STATED THAT RUSSELL SUSAG FROM 3M INFORMED HIM THAT JOE CREA WAS A POTENTIAL CONTACT FOR ISSUES CONCERNING PIG'S EYE. 3M USED A ST. PAUL FIRM, CALLED SPACE CENTER, TO HAUL ITS WASTE.	3M, SPACE
02136	11/19/92	CIGNA	MPCA	FOIA REQUEST	A FOIA REQUEST SUBMITTED TO MPCA BY CIGNA. THE REQUEST IS FOR COPIES OF ALL DOCUMENTS CONCERNING 3M'S INVOLVEMENT AT PIG'S EYE.	3M

PIG'S EYE LANDFILL
RECORDS COMPILATIONS
MINNESOTA MINING & MANUFACTURING

DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
02141	03/19/93	3M	NILES FELLOWS, MPCA	COVERLETTER	A COVERLETTER FROM 3M CONCERNING 3M'S SUBMISSION OF PAPERS RELEVANT TO PIG'S EYE. COPIES OF ANNUAL AGREEMENTS FROM 1961 - 1967 BETWEEN 3M AND COSTPA WERE SENT WITH THE COVERLETTER, AS WELL AS MISCELLANEOUS RELATED CORRESPONDENCE. THE LETTER DIFFERENTIATES WET SCRAP FROM DRY SCRAP AND STATES THAT 3M HAS NEVER SENT ANY WET SCRAP TO PIG'S EYE.	3M
02158	09/15/93	CHERYL SMITH	NILE FELLOWS, MPCA	PIG'S EYE FILE AND RESEARCH SUMMARIES	A COMPILATION OF LISTS AND RESEARCH SUMMARIES CONCERNING PIG'S EYE DUMP. LISTS OF REQUEST FOR INFORMATION RECIPIENTS, PIG'S EYE FILES, MPCA ACTIVITIES TO DATE, HAULERS, POSSIBLE GENERATORS, AND RESEARCH TASKS ARE INCLUDED. ALSO INCLUDED IS A PIG'S EYE DUMP REVIEW.	PORTAU, COSTPA, MWCC, 3M, FORDMC
02174				INDIVIDUAL STATEMENTS/NOTES	A COSTPA MEMO FROM SPRING 1961 ON 3M WASTE; 3M'S WASTE WAS PREVIOUSLY HAULED TO HARRY MCNEALY'S FARM ON HWY 94 NOW IS HAULED TO PIG'S EYE. ON 10/29/92 KENT SCHONBERGER WAS INTERVIEWED, HE STATED SPACE (WAREHOUSE OWNER) WAREHOUSES DID SOME DUMPING. RUSSELL SUGAG OF 3M TOLD MPCA THAT 3M USED A HAULER THAT IS NOW SPACE CENTER. BARRELS AND SOIL CONTAMINATED WITH XYLENE FOUND DURING CONSTRUCTION OF UNION GOSPEL MISSION BLDG. BARRELS THOUGHT TO BE FROM 3M.	3M, SPACE

PIG'S EYE LANDFILL
RECORDS COMPILATIONS
MINNESOTA MINING & MANUFACTURING

DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
02223				NOTES ON PIG'S EYE WASTES/CONTAMINANT SOURCE CATAGORIES	NOTES ON INFORMATION REQUESTS, CONCERNING THE CONTAMINANTS ORIGINATING FROM THE FOLLOWING: MWCC, COSTPA, 3M, WHIRLP, CMSPRC, FORDMC, WACOIN, MCKBRO, CASANO, POORRI. ALSO INCLUDED IS A LIST OF POSSIBLE SOURCE CATEGORIES FOR CONTAMINANTS AT PIGS EYE. THE NOTES ARE NOT DATED THE AUTHOR IS NOT INDICATED.	WHIRLP, COSTPA, 3M, CASANO, MCKBRO, WACOIN, POORRI
02264		DPWCSP	MPCA	DPWCSP'S INFORMATION REQUEST RESPONSE	DPWCSP'S RESPONSE TO MPCA'S INFORMATION REQUEST REGARDING PIG'S EYE. THE RESPONSE STATES PIG'S EYE OPERATED FROM 1956 TO 1972 AND IT IDENTIFIES ALL CURRENT AND PAST OWNERS. IT DID NOT OPERATE AS A PERMITTED FACILITY. TWO MAPS ARE INCLUDED IN THE DOCUMENT WHICH INDICATE SITE BOUNDARIES AND APPENDIX 1 INCLUDES COPIES OF LEASE AGREEMENTS. APPENDIX 2 INCLUDES A LIST OF 1970 TRANSPORTERS. 3M IS IDENTIFIED AS AN INDUSTRIAL CUSTOMER. INCLUDED IS A 1962 LEASE AGREEMENT BETWEEN THE COSTPA AND CMSPRC THAT GRANTS THE CITY THE RIGHT TO USE RAILROAD COMPANY LAND FOR LANDFILL PURPOSES.	COSTPA, DPWCSP, 3M, CMSPRC
02288					PAGE TWO AND THREE FROM AN ORDER WHICH BINDS 3M AND MPCA. A SECTION TITLED "STATEMENT OF FACTS" WHICH STATE THE FOLLOWING: 3M HAS OWNED AND OPERATED THE 3M CHEMOLITE PLANT SINCE 1947; IN 1981, MPCA WAS NOTIFIED THT WASTE DISPOSAL OCCURRED AT THE 3M CHEMOLITE SITE BETWEEN	3M

PIG'S EYE LANDFILL
RECORDS COMPILATIONS
MINNESOTA MINING & MANUFACTURING

DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
					1950 AND 1955; 3M USED SIX AREAS FOR DISPOSAL FROM 1947 TO 1973; MONITORING WELLS WERE INSTALLED IN 1982 AND REVEALED CONTAMINATION; 3M REPORTED ANOTHER DISPOSAL AREA IN 1983. ALSO INCLUDED IS INFORMATION REGARDING THE TYPES OF CHEMICALS ASSOCIATED WITH THE 3M CHEMOLITE PLANT.	
02290				HANDWRITTEN NOTES	THE NOTES STATES SPACE WAS USED BY 3M TO HAUL WASTES. FORMER HAULER WITNESSED 3M DUMPING 55 GAL. BBLs. THE WASTE SUMMARY STATES THAT 10% OF PIG'S EYE WASTE IS CELLULOSIC AND SIMILAR TO 3M WASTES. UNION GOSPEL SOIL HAD HIGH LEVEL OF XYLENE IN BBLs. FOUND IN 1980. BARRELS THOUGHT TO BE THOSE OF 3M. IN AN INTERVIEW WITH FORMER DPWCSP EMPLOYEE, KENT SCHONBERGER ON 10/29/92, MR. SCHONBERGER STATED THAT HARRY MCNEELY WAS HEAD OF SPACE.	3M, SPACE
02328				NOTES	HANDWRITTEN NOTES THAT STATES: 3M USED ST. PAUL TERMINAL (ALSO KNOWN TERMINAL WAREHOUSE). 3M STOPPED CONTRACT WITH THE CITY ON 03/13/67 AND FROM THEN ON PAID ST. PAUL TERMINAL, WHICH WOULD THEN PAY THE CITY. THE NOTES ALSO STATE A 3M LETTER DATED 12/13/66 DESCRIBED WASTE AS DRY SCRAP.	3M, COSTPA
02330		CHERYL	ANN	MEMO	A MEMO WHICH STATES THE LOCATION OF 3M CHEMOLITE FILES FOR THE TIME FRAME 1950 - 1982.	3M

PIG'S EYE LANDFILL
RECORDS COMPILATIONS
MINNESOTA MINING & MANUFACTURING

DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
02334				NOTES FROM ST. PAUL AND RAMSEY CITY FILE RESEARCH	"SPACE HAD 17 TRUCKS AND TWO CUSTOMERS; 16 FOR 3M AND ONE FOR AMERICAN CAN." FISH HATCHERY DUMP CLOSED 03/13/71; 70 ACRES WERE FILED AT PIG'S EYE BETWEEN 1960 - 1964; AND PIG'S EYE DUMP RECEIVED 5,000 CUBIC YARDS DAILY IN 1971. WWTP DUMPED SOLID WASTE, BAR SCREENING AND GRIT AT SITE IN 1973. INDUSTRIAL STEEL CO. RECONDITIONAL 3M BARRELS.	3M, SPACE, WWTP
02441				HANDWRITTEN NOTES	HANDWRITTEN NOTES FROM SOLID WASTE FILES ADDRESS A PARTIAL CHRONOLOGY OF LAND USE DECISIONS. INCLUDED IS A PARTIAL LIST OF THE DUMP'S HISTORICAL EVENTS, IN BRIEF. PRINTOUTS OF FINANCIAL PROGRESS REPORTS FOR 01/93 ARE INCLUDED. A TELEPHONE LOG FORM 08/03/88 IS INCLUDED FROM REBECCA FLOOD OF METRO WASTE CONTROL COMM. REGARDING PRELIMINARY TESTING OF HAZARDOUS WASTE AND COMPLAINT INVESTIGATION. HARD COPY OF E-MAIL FROM NILE FELLOWS TO CHRY/SMITH REGARDING 3M IS INCLUDED. HANDWRITTEN NOTES GIVE DETAILS REGARDING DUMPING BY 3M AND FORDMC.	3M, FORDMC

MINNESOTA MINING AND MANUFACTURING COMPANY

SAINT PAUL 6, MINNESOTA
INTEROFFICE CORRESPONDENCE
SUBJECT: Agreement

cc: H. J. Wessel - 207-W1

TO: Norma Kelly - LAW DEPARTMENT - 21-2W
FROM: H. W. MITLACHER - ENG. SURVEY & PROPERTY RECORDS - 207-N1

I am enclosing herewith the original and two³ copies of our
proposed agreement with
City of St. Paul (Plgs Eye Sanitary Landfill) located at
St. Paul, Minnesota.

The above has been initialled by Messrs. Wessel, Parkinson,
Mittlacher, Cochran, Edlund, and Boyden.


HWM:BL

Enc.

Pls call norms 6786 when signed.

~~PLEASE INITIAL ON BACK OF BLUE SHEETS~~

~~HANS W. MITLACHER~~

~~D. Cochran~~

~~E. E. Edlund~~

~~A. C. Boyden~~

~~H. S. PARKINSON~~

~~HANS W. MITLACHER~~

~~HANS W. MITLACHER~~

~~ST. PAUL DEPARTMENT~~

R. L. Frost

~~C. P. PESER~~

DIVISION: Staff Manufacturing

LESSOR: City of St. Paul

LOCATION: St. Paul, Minnesota

PROJECT NO. _____

A.F.E. NO. _____

AMOUNT OF A.F.E. _____

TERM OF AGREEMENT April 1, 1962 to March 31, 1963

~~Mr. Frost~~

~~Mr. Peser~~

*Pls sign the attached
three copies of agreement
to use Pig Eye Sanitary
Landfill.*

A G R E E M E N T

Contract
1/1/61

THIS AGREEMENT, made and entered into this first day of April, 1961, by and between the City of Saint Paul, a municipal corporation, hereinafter called the party of the first part, and Minnesota Mining and Manufacturing Company, a Minnesota corporation, hereinafter called the party of the second part, WITNESSETH:

That the party of the first part, in consideration of a monthly use rental in the sum of Three Hundred Dollars (\$300.00) per month, payable in advance on the first day of each and every month during the term of this agreement, will permit the party of the second part, its agents, servants or employees, to use the facilities of the Pigs Eye Sanitary Landfill of the City of Saint Paul upon the terms and conditions hereinafter set forth.

1. The term of this agreement shall be for the period from April 1, 1961, through March 31, 1962, unless earlier terminated in the manner hereinafter provided.

2. Either party to this agreement may terminate the same by giving to the other party a written notice not less than thirty days prior to the last day of the month after the expiration of which the agreement is to be cancelled.

3. The party of the second part shall be permitted to unload at the Pigs Eye Sanitary Landfill, pursuant to the terms of this agreement, refuse from its plants which are beyond the City Limits of the City of Saint Paul.

4. The party of the second part agrees that such refuse hauled to the Pigs Eye Sanitary Landfill area shall be hauled only by persons, firms or corporations who have been issued a license by the City of Saint Paul to haul rubbish within the City Limits of said City.

5. The party of the second part agrees that it shall not deliver refuse or waste materials before 8:00 A.M. or after 4:30 P.M. on any day of the week Monday through Friday, nor before 9:00 A.M. or after 3:00 P.M. on any Saturday during the period of this agreement, and the party of the second part further agrees that no deliveries of refuse or waste materials will be made on Sunday.

6. The party of the second part hereby agrees that it will not permit in the materials to be deposited at the aforesaid landfill area any materials or waste products of an explosive or incendiary nature, nor any materials of such nature that the same might give off or cause to be given off dangerous or toxic fumes or gases.

7. The party of the second part, its agents, servants and employees, shall use due care in depositing refuse and waste materials at the Pigs Eye Sanitary Landfill and shall cooperate with the agents, servants and employees of the party of the first part in preventing a spillage or unnecessary scattering of load contents.

8. The party of the second part agrees to indemnify and save harmless the City of Saint Paul, its agents, servants and employees from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of the work provided for herein or permitted pursuant to the provisions of this agreement, and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder, by virtue of any breach of the terms of this agreement by said party of the second part, its agents, servants or employees.

IN WITNESS WHEREOF, the parties hereto have hereunto

set their hands and seals the date and year first above w

00030

APPROVED

In presence of:

CITY OF SAINT PAUL

Legal

Engraving

Ernest Taylor

By

[Signature]

Mayer

Kathleen McKeating

By

Agnes H. O'Brien

City Clerk

By

[Signature]

Commissioner of Public Works

Countersigned:

[Signature]
City Comptroller

In presence of:

MINNESOTA MINING AND MANUFACTURING
COMPANY

Gladys Johnson

By

[Signature]

Its Vice President

Norma J. Kelly

By

[Signature]

Its Assistant Secretary

Approved as to form:

[Signature]
Special Asst. Corporation Counsel

Approved as to form and execution
this ____ day of ____, 1961.

Special Asst. Corporation Counsel

April 3, 1961

Mr. John M. Cotter, Superintendent
Bureau of Sanitation
City of St. Paul
City Hall, Room No. 273
St. Paul, Minnesota

Dear Mr. Cotter:

This will confirm my discussion with you on March 22, 1961, and your permission to use the Pig's Eye Landfill Area for the disposal of dry scrap from our plants at St. Paul and Chemolite Siding.

At the present time our daily volume consists of five compactor loads per day from St. Paul plus intermittent trailer loads consisting of scrap pallets, lumber and the like. From our Chemolite plant we have between three and four compactor loads per day. You indicated that a charge of \$300.00 per month, payable in advance, would be made for disposal of this waste.

I have asked Mr. Kinderman of our Salvage Department to work with Mr. Crea, the Supervisor of the Landfill Area in arranging for the disposal of this waste in a manner which will result in the least inconvenience to you and yet assure proper security for M.

On behalf of the Company, I should like to thank you for your cooperation in allowing us the use of this facility. Personally, I should like to express my appreciation for the courtesy and friendliness with which I was received by you and to assure you of my cooperation in resolving any problems which may arise.

Yours very truly,

Fred E. Edlund
Staff Manufacturing

MINNESOTA MINING AND MANUFACTURING COMPANY

ST PAUL, MINNESOTA

00032

INTEROFFICE CORRESPONDENCE

SUBJECT:

April 3, 1961

cc: W. A. Aitken - Tape & Gift Wrap - #42-2E
A. C. Boyden - Staff Mfg. - #207-B
H. W. Rehfeld - Eng. & Staff Mfg. - #21-2W
J. C. Michelson - Chemolite #112
J. R. McClintick - Chemolite #111
E. C. Lund - Abras. Fac. Admin. - #2-1W
C. W. Bentz - Chemolite #3
A. R. Diesslin - Chemolite #15
R. Helvig - Chemolite #10
R. W. McElroy - Safety & Security - #2-B
W. M. Bennett - Civic Affairs - #21-2E

M E M O R A N D U M

Effective April 4, 1961, we will arrange for the disposal of dry scrap at the Pig's Eye landfill area which is operated by the City of St. Paul. Clearance for the use of this area has been obtained from Mr. John M. Cotter, Superintendent of the Department of Sanitation, City of St. Paul. A copy of my letter to Mr. Cotter is attached. This change has been reviewed with Mr. McElroy and the production or plant managers involved in the St. Paul and Chemolite areas.

It is our intent to achieve the most economical method of waste disposal consistent with proper security procedures and Mr. Frank Kinderman will maintain surveillance of the area to assure these objectives.

The disposal of wet waste will continue at the Woodbury Township landfill area presently being maintained for the Company by the St. Paul Terminal Warehouse Company.

F. E. EDLUND:nkm
Enc.

June 27, 1961

Mr. Robert E. O'Connell
Special Assistant Corporation Counsel
Legal Department
316 Court House
St. Paul, Minnesota

Dear Mr. O'Connell:

Please find enclosed four copies of agreement between our company and the City of St. Paul covering the use of the facilities of the Pigs Eye Sanitary Landfill. You will note that these copies have been executed on behalf of Minnesota Mining and Manufacturing Company, and it is requested that when the agreement has been executed on behalf of the City of St. Paul, you return to this office one of the fully executed copies with initialled approval on the reverse side.

Yours truly,

Charlton Dietz

CD:nk
Enc. 4

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

00052

JAN.	- 13 14 12 9 4 - 10 11 10 10 14 5 - 11 11 16 14 15 3 - 11 13 15 15 16 4 - 15 16 15	302
FEB.	15 16 4 - 15 17 17 16 17 3 - 16 13 14 12 15 6 - 14 12 17 15 15 4 - 14 15 12 - - -	314
MARCH.	12 11 6 - 10 11 11 12 14 9 - 10 15 15 14 15 5 - 15 17 12 15 15 6 - 14 15 16 16 15 7	333
APRIL.	- 11 14 12 15 15 5 - 15 14 10 12 15 5 - 14 12 17 18 20 11 - 17 17 18 17 17 7 - 16 -	344
MAY.	15 16 18 18 6 - 17 17 16 18 16 5 - 17 17 16 17 16 7 - 17 16 13 16 15 5 - 18 15 - 15	382
JUNE.	12 5 - 16 15 17 15 15 8 - 15 15 16 16 18 4 - 16 16 17 17 16 7 - 14 16 15 15 16 3 -	355
JULY.	- 15 5 - 8 7 3 - 8 9 7 10 8 4 - 15 14 11 16 14 5 - 12 15 15 14 15 5 - 14 15	264
AUG.	14 14 16 4 - 14 15 14 16 17 4 - 14 10 10 12 12 5 - 10 10 10 14 12 5 - 15 14 14 12 17	324
SEPT.	- - - 15 14 12 15 2 - 10 12 12 14 16 2 - 15 15 15 15 15 2 - 15 14 14 15 14 1 - -	274
OCT.	15 14 14 14 15 2 - 14 15 14 14 15 5 - 15 14 14 14 14 3 - 15 14 15 15 14 2 - 15 14 -	328
NOV.	12 12 3 - 11 14 12 10 12 3 - 14 16 12 17 18 3 - 16 17 18 - 12 1 - 16 17 16 16 10 -	308
DEC.	3 - 12 13 11 15 12 - 12 12 11 10 15 2 - - 12 13 10 11 3 3 - - - 10 9 10 5 10 -	225
YEARLY TOTAL		3753

DAILY LOADS HAULED BY MINNESOTA MINING & MFG. CO.

TO PIGS EYE LANDFILL FOR YEAR 1962

EACH LOAD CARRIES APPROXIMATELY 17 TO 20 YDS. OF MATERIAL

CITY OF ST. PAUL
OFFICE OF THE CITY CLERK
COUNCIL RESOLUTION—GENERAL FORM

COUNCIL
FILE

NO.

PRESENTED BY
COMMISSIONER

DATE

RESOLVED, That the proper officers of the City of Saint Paul are hereby authorized and directed to enter into an agreement with Minnesota Mining and Manufacturing Company pertaining to rubbish disposal at the Pigs Eye Sanitary Landfill area, copy of which agreement is attached hereto and made a part hereof by reference.

Council File No. 206787—By Milton Rosen
Resolved, That the proper officers of the City of Saint Paul are hereby authorized and directed to enter into an agreement with Minnesota Mining and Manufacturing Company pertaining to rubbish disposal at the Pig's Eye Sanitary Landfill area, copy of which agreement is attached hereto and made a part hereof by reference.
Adopted by the Council April 13, 1962.
Approved April 13, 1962.
(April 21, 1962)

APR 13 1962

COUNCILMEN

Adopted by the Council 19

Yeas Nays

DeCourcy

Holland

Loss

Mortinson

Peterson

Rosen

Mr. President, Vavoulis

In Favor

Against

APR 13 1962 19

Approved

Mayor

THIS AGREEMENT was entered into this first day of April, 1963, by and between the City of Saint Paul, a municipal corporation, hereinafter called the party of the first part, and Minnesota Mining and Manufacturing Company, a Minnesota corporation, hereinafter called the party of the second part, MINNESOTA:

That the party of the first part, in consideration of a monthly fee, rental in the sum of Three Hundred Dollars (\$300.00) per month, payable in advance on the first day of each and every month during the term of this agreement, will permit the party of the second part, its agents, servants or employees, to use the facilities of the Pigs Eye Sanitary Landfill of the City of Saint Paul upon the terms and conditions hereinafter set forth:

1. The term of this agreement shall be for the period from April 1, 1963, through December 31, 1963, unless earlier terminated in the manner hereinafter provided.
2. Either party to this agreement may terminate the same by giving to the other party written notice not less than thirty days prior to the last day of the month after the expiration of which the agreement is to be executed.
3. The party of the second part shall be permitted to unload at the Pigs Eye Sanitary Landfill, pursuant to the terms of this agreement, refuse from its plants which are beyond the City limits of the City of Saint Paul.
4. The party of the second part agrees that such refuse hauled to the Pigs Eye Sanitary Landfill area shall be hauled only by persons, firms or corporations who have been issued a license by the City of Saint Paul to haul rubbish within the City limits of said City.
5. The party of the second part agrees that it shall not deliver refuse or waste materials before 8:00 A.M. or after 4:30 P.M.

on any day of the week Monday through Friday, not before 9:00 A.M. or after 3:00 P.M. on any Saturday during the period of this agreement, and the party of the second part further agrees that no deliveries of refuse or waste materials will be made on Sunday.

6. The party of the second part hereby agrees that it will not permit in the materials to be deposited at the aforesaid landfill any materials or waste products of an explosive or incendiary nature, nor any materials of such nature that the same might give off or cause to be given off dangerous or toxic fumes or gases.

7. The party of the second part, its agents, servants and employees, shall use due care in depositing refuse and waste materials at the Pige Eye Sanitary Landfill and shall cooperate with the agents, servants and employees of the party of the first part in preventing a spillage or unnecessary scattering of load contents.

8. The party of the second part agrees to indemnify and save harmless the City of Saint Paul, its agents, servants and employees from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of the work provided for herein or permitted pursuant to the provisions of this agreement, and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder, by virtue of any breach of the terms of this agreement by said party of the second part, its agents, servants or employees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their

hands and seals the date and year first above written.

In presence of:

CITY OF SAINT PAUL

[Signature]

By [Signature]
Mayor

[Signature]

By [Signature]
Commissioner of Public Works

By [Signature]
City Clerk

Countersigned:

[Signature]
City Comptroller

In presence of:

MINNESOTA MINING AND MANUFACTURING
COMPANY

[Signature]
[Signature]

By [Signature]
Its Vice President

By [Signature]
Its Assistant Secretary

Approved as to form:

[Signature]
Assistant Corporation Counsel

Approved as to form and execution
this 19th day of June, 1953

[Signature]
Assistant Corporation Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into this 3rd day of ^{March}~~April~~, 1962, by and between the City of Saint Paul, a municipal corporation, hereinafter called the party of the first part, and Minnesota Mining and Manufacturing Company, a Minnesota corporation, hereinafter called the party of the second part, WITNESSETH:

That the party of the first part, in consideration of a monthly use rental in the sum of Three Hundred Dollars (\$300.00) per month, payable in advance on the first day of each and every month during the term of this agreement, will permit the party of the second part, its agents, servants or employees, to use the facilities of the Pigs Eye Sanitary Landfill of the City of Saint Paul upon the terms and conditions hereinafter set forth,

1. The term of this agreement shall be for the period from April 1, 1962, through March 31, 1963, unless earlier terminated in the manner hereinafter provided.

2. Either party to this agreement may terminate the same by giving to the other party a written notice not less than thirty days prior to the last day of the month after the expiration of which the agreement is to be cancelled.

3. The party of the second part shall be permitted to unload at the Pigs Eye Sanitary Landfill, pursuant to the terms of this agreement, refuse from its plants which are beyond the City Limits of the City of Saint Paul.

4. The party of the second part agrees that such refuse hauled to the Pigs Eye Sanitary Landfill area shall be hauled only by persons, firms or corporations who have been

issued a license by the City of Saint Paul to haul rubbish within the City Limits of said City.

5. The party of the second part agrees that it shall not deliver refuse or waste materials before 8:00 A.M. or after 4:30 P.M. on any day of the week Monday through Friday, nor before 9:00 A.M. or after 3:00 P.M. on any Saturday during the period of this agreement, and the party of the second party further agrees that no deliveries of refuse or waste materials will be made on Sunday.

6. The party of the second party hereby agrees that it will not permit in the materials to be deposited at the aforesaid landfill area any materials or waste products of an explosive or incendiary nature, nor any materials of such nature that the same might give off or cause to be given off dangerous or toxic fumes or gases.

7. The party of the second part, its agents, servants and employees, shall use due care in depositing refuse and waste materials at the Pigs Eye Sanitary Landfill and shall cooperate with the agents, servants and employees of the party of the first part in preventing a spillage or unnecessary scattering of load contents.

8. The party of the second part agrees to indemnify and save harmless the City of Saint Paul, its agents, servants and employees from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of the work provided for herein or permitted pursuant to the provisions of this agreement, and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character

arising hereunder, by virtue of any breach of the terms of
this agreement by said party of the second part, its agents,
servants or employees.

IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals the date and year first above written.

In presence of:

E. H. Karlak

Virginia Sanchez

CITY OF SAINT PAUL

By

W. J. Swadlow

Mayor

By

Agnes H. O'Connell

City Clerk

By

William R. Rasmussen

Commissioner of Public Works

Countersigned:

City Comptroller

In presence of:

P. J. McGinnis

Marion J. Kelly

MINNESOTA MINING AND MANUFACTURING
COMPANY

By

C. P. Pesek

C. P. Pesek

Its

Vice President

By

Richard L. Post

Richard L. Post

Its

Assistant Secretary

Approved as to form:

Donald L. Rasmussen

~~Special~~ Asst. Corporation Counsel

Approved as to form and execution
this _____ day of _____, 1962.

~~Special~~ Asst. Corporation Counsel

December 17, 1962

Hon. Milton Rosen
Commissioner of Public Works
234 City Hall

Dear Commissioner:

It seems to me that this matter of allowing rubbish to be hauled into the Saint Paul Landfills from outside the City Limits has created a "Frankenstein" for us, and it becomes increasingly evident that something must be done to curtail it.

Apparently there was a feeling in the past that by drawing up an agreement and collecting a fee from the contractors, the City of Saint Paul would derive some compensation for the use of the landfills with no actual extra strain on the operation. Each day the fallacy of this thinking becomes more evident.

There are contracts now in existence between the City of Saint Paul and eight different and separate contractors including the Minnesota Mining and Manufacturing Company. These combined contracts represent an annual income to the city of \$5,100. This represents the compensation which the city receives for the annual disposal of more than 5,000 truck loads of approximately 100,000 cubic yards of rubbish.

It can be seen that this amount of additional rubbish has added an increased burden on the landfills, and it has reached a point where it now becomes necessary to add an additional bull-dozer and operator in order to keep the landfills in proper condition. This has also necessitated the securing and hauling of greater amounts of cover material at city expense.

More important, however, is the fact that this additional burden is fast devouring our disposal areas. It has been estimated that the area that was filled by the Minnesota Mining and Manufacturing Company in one year would be sufficient for all of the rubbish from all of our citizens for one year.

Page - Two

It now comes to my attention that the city officials of the City of West Saint Paul in a meeting of the Council last week stated that the City of West Saint Paul has no intention of furnishing garbage or rubbish collection to their residents nor are they going to award contracts for this service. They have stated that the garbage and rubbish from West Saint Paul would find its way to the Saint Paul Landfills and at no cost to their city,

Increased demands have been placed on our landfills due to the great amount of demolition which is necessary for highway right of way clearance and for construction sites such as Dayton's, Sears, Webb Publishing, and many more. These are Saint Paul firms and it is necessary that we assist them in any manner possible.

I don't believe it should be necessary to add to our burdens by allowing any more rubbish to be hauled into our disposal sites from outside of the Saint Paul City Limits. With the knowledge that when our disposal sites are filled it will become necessary for the City of Saint Paul to invest upwards of \$2,000,000 for the construction of an incinerator of sufficient size to handle the needs of the Saint Paul residents.

In view of the many facts which I have listed above, I would like to suggest that we curtail all dumping at our landfill facilities by any contractor, municipality or individual from outside the City Limits of Saint Paul. This could be done by refusing to renew all present contracts at their expiration dates, refusing to enter into any new contracts, and placing constant surveillance at our disposal sites to stop and turn back all rubbish from outside of the City Limits.

I would appreciate your comments and thinking in this matter; and if you agree, perhaps it would be advisable to give Carl Langland a story concerning our plans so that the residents in the surrounding communities will be forewarned.

Respectfully,

Clyde A. Tester
Supt. of Sanitation

CAT:k

February 8, 1963

Mr. Fred E. Edlund
Minnesota Mining and Manufacturing Co.
900 Bush Avenue
St. Paul 6, Minnesota

Dear Mr. Edlund:

Approximately two years ago you asked for permission to dump rubbish at our Pig's Eye Landfill, and Mr. Cotter arrived at an agreement with you to permit the hauling of a certain amount of loads into our Pig's Eye Landfill. A certain portion of such rubbish was to be hauled from the Chemolite, as well as from the St. Paul plant.

As you probably know, we are encountering considerable difficulties at our landfills due mainly to the fact that other contractors have made similar agreements permitting them to haul rubbish into our landfill from outside the city limits of St. Paul. As a result of the problems which we have encountered and also the fact that our area is being filled at such a rapid rate that we are concerned with the possibility of searching for new areas, we have had to notify all contractors that all such agreements will be terminated as of December 31, 1963. We feel that we owe this to the citizens of St. Paul. The amount of income which the City collects on such contracts is so slight that we feel we are not only losing our disposal area, but also adding additional cost to the taxpayers of our city.

I would like to ask that you stop in this office at your convenience some time between now and the 15th of March so that we may discuss the situation concerning your particular firm.

Yours very truly,

Clyde A. Tester
Supt. of Sanitation

CAT:jo

GEORGE M. SHEPARD
STREET AND HIGHWAY
ENGINEERING COORDINATOR

CITY OF SAINT PAUL
Capital of Minnesota
DEPARTMENT OF PUBLIC WORKS

00131

234 City Council House (2)

WEDDAM P. BEHRENS
Deputy Commissioner

May 22, 1963

Mr. Fred E. Edlund
Minnesota Mining & Manufacturing Co.
900 Bush Ave.
St. Paul 6, Minn.

Dear Mr. Edlund:

Will you kindly have all of the enclosed copies of your contract signed and return to the Bureau of Sanitation. We will then have the copies signed and return a copy to you.

Thank you.

Yours very truly,

Clyde A. Tester

Clyde A. Tester
Supt. of Sanitation

CAT:k

Enc.

THIS AGREEMENT, made and entered into this first day of April 1963, by and between the City of Saint Paul , a municipal corporation, hereinafter called the party of the first part, and Minnesota Mining and Manufacturing Company, a Minnesota corporation, hereinafter called the party of the second part, WITNESSETH:

That the party of the first part, in consideration of a monthly use rental in the sum of Three Hundred Dollars (\$300.00) per month, payable in advance on the first day of each and every month during the term of this agreement, will permit the party of the second part, its agents, servants or employees, to use the facilities of the Pigs Eye Sanitary Landfill of the City of Saint Paul upon the terms and conditions hereinafter set forth.

1. The term of this agreement shall be for the period from April 1, 1963, through December 31, 1963, unless earlier terminated in the manner hereinafter provided.

2. Either party to this agreement may terminate the same by giving to the other party a written notice not less than thirty days prior to the last day of the month after the expiration of which the agreement is to be cancelled.

3. The party of the second part shall be permitted to unload at the Pigs Eye Sanitary Landfill, pursuant to the terms of this agreement, refuse from its plants which are beyond the City Limits of the City of Saint Paul.

4. The party of the second part agrees that such refuse hauled to the Pigs Eye Sanitary Landfill area shall be hauled only by persons, firms or corporations who have been issued a license by the City of Saint Paul to haul rubbish within the City Limits of said City.

5. The party of the second part agrees that it shall not deliver refuse or waste materials before 8:00 A.M. or after 4:30 P.M.

on any day of the week Monday through Friday, nor before 9:00 A.M. or after 3:00 P.M. on any Saturday during the period of this agreement, and the party of the second part further agrees that no deliveries of refuse or waste materials will be made on Sunday.

6. The party of the second part hereby agrees that it will not permit in the materials to be deposited at the aforesaid landfill any materials or waste products of an explosive or incendiary nature, nor any materials of such nature that the same might give off or cause to be given off dangerous or toxic fumes or gases.

7. The party of the second part, its agents, servants and employees, shall use due care in depositing refuse and waste materials at the Pigs Eye Sanitary Landfill and shall cooperate with the agents, servants and employees of the party of the first part in preventing a spillage or unnecessary scattering of load contents.

8. The party of the second part agrees to indemnify and save harmless the City of Saint Paul, its agents, servants and employees from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of the work provided for herein or permitted pursuant to the provisions of this agreement, and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder, by virtue of any breach of the terms of this agreement by said party of the second part, its agents, servants or employees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their

In presence of:

CITY OF SAINT PAUL

RW Trudeau

By [Signature]
Mayor

Ruthless Blasting

By [Signature]
Commissioner of Public Works

By Agnes H. O'Connell
City Clerk
by HJ Rordan

Countersigned:

[Signature]
City Comptroller

In Presence of:

MINNESOTA MINING AND MANUFACTURING
COMPANY

[Signature]
[Signature]

By [Signature]
Its Vice President

By [Signature]
Its Assistant Secretary

Approved as to form:

John J. McNeil
Assistant Corporation Counsel

Approved as to form and execution
this 19th day of June, 1963.

John J. McNeil
Assistant Corporation Counsel

300

GENERAL OFFICES • 2501 HUDSON ROAD • ST PAUL 19, MINNESOTA • TEL 733-1110

Interoffice Correspondence

Subject Agreement with the City of St. Paul for
use of facilities at the Pigs Eye
Sanitary Landfill.

June 6, 1963

TO: ~~C. P. DESER~~
T. J. LYONS

FROM: T. J. SCHEUERMAN - OFC. GEN. COUNSEL - 220-12E

PLEASE execute attached 2 copies of the ~~lease~~ Agreement
which is referred to above.

Term: April 1, 1963 through December 31, 1963

Consideration: \$300.00 per month

(PLEASE CALL PHYLLIS ON X 3-1851 when signed)

TJS: pm
Enc.

June 7, 1963

Mr. Clyde A. Tester
Superintendent of Sanitation
City of Saint Paul
Department of Public Works
234 City Hall & Court House (2)

Dear Mr. Tester:

Please find enclosed two (2) copies of an agreement between our company and the City of St. Paul covering the use of the facilities of the Pigs Eye Sanitary Landfill, properly executed on our behalf. Upon execution on behalf of the City of St. Paul, kindly return one copy with initialled approval on the reverse side to my attention.

Very truly yours,

T. J. Scheuerman

TJS:pm

Enclosure

MINNESOTA MINING AND MANUFACTURING COMPANY

SAINT PAUL 6, MINNESOTA
INTEROFFICE CORRESPONDENCE
SUBJECT: Lease Agreement

cc: H. J. Wessel - 207-1W

June 14, 1963

TO: TOM SCHEUERMAN - OFFICE OF GEN COUNSEL - 220-12E
FROM: VERNON D. AXMARK - ARCHITECTURAL ENGINEERING - 42-2W

I am enclosing herewith the original and one copy of our
proposed lease agreement with
City of St. Paul located at
St. Paul, Minnesota.

The above has been initialled by Messrs. Wessel, Parkinson, Axmark
and Juettner, Edlund, Royden.

Vernon Axmark

VA/hc

Enc.



GENERAL OFFICES • 2501 HUDSON ROAD • ST PAUL 19, MINNESOTA • TEL: 733-1110

Interoffice Correspondence

Subject: Agreement with the City of St. Paul for
use of facilities at the Pigs Eye
Sanitary Landfill.

June 17, 1963

TO: ~~C. P. PESEK~~
T. J. LYONS

FROM: T. J. SCHEUERMAN - OFC. GEN. COUNSEL - 220-12E

PLEASE execute attached 2 copies of the ~~above~~ Agreement
which is referred to above.

Term: April 1, 1963 through December 31, 1963

Consideration: \$300.00 per month

(PLEASE CALL PHYLLIS ON X 3-1851 when signed)

TJS: pm
Enc.

ROBERT E. O'CONNELL
SPECIAL ASSISTANT

CITY OF SAINT PAUL

LEGAL DEPARTMENT
DONALD L. LAIS
CORPORATION COUNSEL

LOUIS P. SHEAHAN
DIRECTOR OF LAW

February 17, 1964

Legal Department
Minnesota Mining and
Manufacturing Company
2501 Hudson Road
Saint Paul, Minnesota

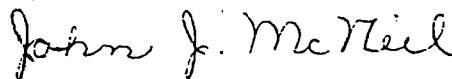
Gentlemen:

We are enclosing herewith original and two copies of the agreement between the City of Saint Paul and Minnesota Mining and Manufacturing Company relative to the disposal of waste materials at the Pig's Eye Sanitary Landfill.

Would you kindly have the proper parties sign all copies of the agreement and return all copies to us. Upon completion of execution by the City, we will return a copy to you for your files.

Thank you for your cooperation.

Very truly yours,



John J. McNeil
Assistant Corporation Counsel

JJMcN:JA

encs. 3

A G R E E M E N T

THIS AGREEMENT, made and entered into this 13 day of March, 1964, by and between the City of Saint Paul, a municipal corporation, hereinafter called the party of the first part, and Minnesota Mining and Manufacturing Company, a Minnesota corporation, hereinafter called the party of the second part, WITNESSETH:

That the party of the first part, in consideration of a monthly use rental in the sum of Three Hundred Dollars (\$300.00.) per month, payable in advance on the first day of each and every month during the term of this agreement, will permit the party of the second part, its agents, servants or employees, to use the facilities of the Pigs Eye Sanitary Landfill of the City of Saint Paul upon the terms and conditions hereinafter set forth.

1. The term of this agreement shall be for the period from January 1, 1964 through June 30, 1964 unless earlier terminated in the manner hereinafter provided.

2. Either party to this agreement may terminate the same by giving to the other party a written notice not less than thirty days prior to the last day of the month after the expiration of which the agreement is to be cancelled.

3. The party of the second part shall be permitted to unload at the Pigs Eye Sanitary Landfill pursuant to the terms of this agreement refuse from all its plants within the greater Saint Paul area.

4. The party of the second part agrees that such refuse hauled to the Pigs Eye Sanitary Landfill area shall be hauled only by persons, firms or corporations who have been issued a license by the City of Saint Paul to haul rubbish within the City Limits of said City.

5. The party of the second part agrees that it shall not deliver refuse or waste materials before 8:00 A.M. or after 4:30 P.M.

3/13/64

on any day of the week Monday through Friday, nor before 9:00 A.M. or after 3:00 P.M. on any Saturday during the period of this agreement, and the party of the second part further agrees that no deliveries of refuse or waste materials will be made on Sunday.

6. The party of the second part hereby agrees that it will not permit in the materials to be deposited at the aforesaid landfill any materials or waste products of an explosive or incendiary nature, nor any materials of such nature that the same might give off or cause to be given off dangerous or toxic fumes or gases.

7. The party of the second part, its agents, servants and employees, shall use due care in depositing refuse and waste materials at the Pigs Eye Sanitary Landfill and shall cooperate with the agents, servants and employees of the party of the first part in preventing a spillage or unnecessary scattering of load contents.

8. The party of the second part agrees to indemnify and save harmless the City of Saint Paul, its agents, servants and employees from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of the work provided for herein or permitted pursuant to the provisions of this agreement, and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder, by virtue of any breach of the terms of this agreement by said party of the second part, its agents, servants or employees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their

hands and seals the date and year first above written.

In presence of:

CITY OF SAINT PAUL

E. H. Antaki

By Milton Rosen

Mayor
MILTON ROSEN

Donald Raymond

By W. H. Shrens
Deputy Commissioner
Commissioner of Public Works

By Harold O. Gordon
City Clerk

Countersigned:

Joe Smith
City Comptroller

In presence of:

MINNESOTA MINING AND MANUFACTURING
COMPANY

Charles J. MacGraw

By W. H. Shrens

Its Vice President

Virginia L. Ladd

By Thomas J. Ryan

Its Assistant Secretary

Approved as to form:

John J. MacGraw
Assistant Corporation Counsel

Approved as to form and execution
this 5th day of Mar., 1964.

John J. MacGraw
Assistant Corporation Counsel

APPROVED

Legal
Engineering

CITY OF SAINT PAUL

In presence of:

By [Signature]
Mayor
By [Signature]
Commissioner of Public Works
By [Signature]
City Clerk

[Signature]
[Signature]

Countersigned:

[Signature]
City Clerk

MINNESOTA MINING AND MANUFACTURING COMPANY

In presence of:

By [Signature]
Vice President
By [Signature]
Assistant Secretary

[Signature]
[Signature]

Witnessed by:

[Signature]
Assistant Secretary
[Signature]
Witnessed by:
[Signature]
Assistant Secretary

APPROVED

Legal [Signature]
Engineering [Signature]

May 11, 1964

Mr. Donald L. Lais
Corporation Counsel
316 City Hall

Dear Don:

Some time ago it was felt within this bureau that a rubbish burner would be purchased and erected at Pig's Eye Landfill which could be used for the burning of the materials which are presently burned in the open, plus some additional materials such as some of the material which is brought in by the Minnesota Mining and Manufacturing Company. It was understood by the Minnesota Mining and Manufacturing Company that if this burner were to be erected and if we were able to incinerate the materials which they would haul in from their various plants, they would be assessed on a much higher basis than that which they are paying at the present time.

In view of the difficulties we have had in purchasing and erecting such a burner, I would like to suggest that the agreement which was drawn up between the City of Saint Paul and the Minnesota Mining and Manufacturing Company in March of 1964 and which covered a period of time from January 1, 1964 through June 30, 1964 be extended through December 31, 1964. This will give us the authority to continue the \$300.00-a-month rental for accepting these particular materials from the St. Paul plants of the Minnesota Mining and Manufacturing Company; and if conditions change and we are permitted to erect and operate a burner at a later date, we will then suggest a change in the present agreement to compensate us for the burning of these materials.

I am attaching a copy of the agreement which was drawn up in March, and I would appreciate it if you were to have another agreement similar to this one drawn up which would cover the period from July 1 through December 31, 1964.

Your cooperation will be greatly appreciated.

Clyde A. Tester
Supt. of Sanitation

**PRESENTED BY
COMMISSIONER**

DATE

COUNCILMEN

Adopted by the Council _____ 19__

YEAS 14 NAYS 1

Dalglish

Holland

LOSS

Meredith

Peterson

Rosea

Mr. President. Vavoulis

In Favor

Against

Mayor

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 1964, by and between the City of Saint Paul, a municipal corporation, hereinafter called the party of the first part, and Minnesota Mining and Manufacturing Company, a Minnesota corporation, hereinafter called the party of the second part,

WITNESSETH: That the party of the first part and the party of the second part hereby agree to amend their Agreement dated March 13, 1964 pertaining to the use of Pige Eye Sanitary Landfill of the City of Saint Paul by extending the term of said agreement from June 30, 1964 to December 31, 1964. The agreement shall otherwise be and remain the same.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year first above written.

In presence of:

CITY OF SAINT PAUL

Ann E. Linn

By

[Signature]
Mayor

[Signature]

[Signature]
Commissioner of Public Works

Countersigned:

[Signature]
City Clerk

[Signature]
City Comptroller

In presence of:

MINNESOTA MINING AND
MANUFACTURING COMPANY

[Signature]

By

[Signature]
Vice President

[Signature]

By

[Signature]
Assistant Secretary

Approved as to form:

[Signature]
Asst. Corporation Counsel

Approved as to form and execution
this 18th day of June, 1964/

[Signature]
Asst. Corporation Counsel

A G R E E M E N T

THIS AGREEMENT made and entered into this _____ day of _____, 1964, by and between the City of Saint Paul, a municipal corporation, hereinafter called the party of the first part, and Minnesota Mining and Manufacturing Company, a Minnesota corporation, hereinafter called the party of the second part,

WITNESSETH: That the party of the first part and the party of the second part hereby agree to amend their Agreement dated March 13, 1964 pertaining to the use of Pils Eye Sanitary Landfill of the City of Saint Paul by extending the term of said agreement from June 30, 1964 to December 31, 1964. The agreement shall otherwise be and remain the same.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year first above written.

In presence of:

CITY OF SAINT PAUL

Ann E. Looney

By [Signature] Mayor

[Signature]

[Signature] Commissioner of Public Works

Countersigned:

[Signature] City Clerk

[Signature] City Comptroller

In presence of:

MINNESOTA MINING AND MANUFACTURING COMPANY

Frances J. White

By George H. Swenson Vice President
Its _____

[Signature]

By Thomas J. Rourke Assistant Secretary
Its _____

Approved as to form:

Jon R. Ducksted
Asst. Corporation Counsel

Approved as to form and execution
this 18th day of June, 1964/

Jon R. Ducksted
Asst. Corporation Counsel

To:

Date July 9, 1964Bureau of Sanitation

Dear Sir:

I am transmitting herewith for your disposal 3 copies of an agreement with Mun. Housing & Hg. Co.

as authorized by Council File 218479.

We have retained our copy.

Joseph J. Mitchell
City Comptroller
By

200 c
6/22/64
RWT/mtw

K. W. Sullivan
mw

THIS AGREEMENT made and entered into this first day of April, 1961, by and between the City of Saint Paul, a municipal corporation, hereinafter called the party of the first part, and Minnesota Mining and Manufacturing Company, a Minnesota corporation, hereinafter called the party of the second part, WITNESSETH:

That the party of the first part, in consideration of a monthly use rental in the sum of Three Hundred Dollars (\$300.00) per month, payable in advance on the first day of each and every month during the term of this agreement, will permit the party of the second part, its agents, servants or employees, to use the facilities of the Pigs Eye Sanitary Landfill of the City of Saint Paul upon the terms and conditions hereinafter set forth:

1. The term of this agreement shall be for the period from April 1, 1961, through March 31, 1962, unless earlier terminated in the manner hereinafter provided.
2. Either party to this agreement may terminate the same by giving to the other party a written notice not less than thirty days prior to the last day of the month after the expiration of which the agreement is to be cancelled.
3. The party of the second part shall be permitted to unload at the Pigs Eye Sanitary Landfill, pursuant to the terms of this agreement, refuse from its plants which are beyond the City Limits of the City of Saint Paul.
4. The party of the second part agrees that such refuse hauled to the Pigs Eye Sanitary Landfill area shall be hauled only by persons, firms or corporations who have been issued a license by the City of Saint Paul to haul rubbish within the City Limits of said City.

5. The party of the second part agrees that it shall not deliver refuse or waste materials before 8:00 A.M. or after 4:30 P.M. on any day of the week Monday through Friday, nor before 9:00 A.M. or after 3:00 P.M. on any Saturday during the period of this agreement, and the party of the second part further agrees that no deliveries of refuse or waste materials will be made on Sunday.

6. The party of the second part hereby agrees that it will not permit in the materials to be deposited at the aforesaid landfill area any materials or waste products of an explosive or incendiary nature, nor any materials of such nature that the same might give off or cause to be given off dangerous or toxic fumes or gases.

7. The party of the second part, its agents, servants and employees, shall use due care in depositing refuse and waste materials at the Pigs Eye Sanitary Landfill and shall cooperate with the agents, servants and employees of the party of the first part in preventing a spillage or unnecessary scattering or loss of contents.

8. The party of the second part agrees to indemnify and save harmless the City of Saint Paul, its agents, servants and employees from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of the work provided for herein or permitted pursuant to the provisions of this agreement, and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder, by virtue of any breach of the terms of this agreement by said party of the second part, its agents, servants or employees.

IN WITNESS WHEREOF, the parties hereto have hereunto

set their hands and seals to the date and year first above written.

In presence of:

CITY OF SAINT PAUL

Evad D. [Signature]

[Signature]

[Signature]

By [Signature]
City Clerk

By [Signature]
Commissioner of Public Works

Countersigned:

[Signature]
City Comptroller

In presence of:

MINNESOTA MINING AND MANUFACTURING
COMPANY

[Signature]

[Signature]
Vice President

[Signature]

[Signature]
Assistant Secretary

Approved as to form:

[Signature]
Special Asst. Corporation Counsel

Approved as to form and execution
this ____ day of _____, 1961.

[Signature]
Special Asst. Corporation Counsel

SOLID WASTE DISPOSAL IN SAINT PAUL
LONG RANGE CONSIDERATIONS

A REPORT
TO THE
CITY COUNCIL

by

The Technical Committee

September 1964

INTRODUCTION

The Council, on March 31, 1964, gave to the Technical Committee the assignment of developing recommendations pertaining to the long range Solid Waste Disposal Problem in Saint Paul. At the time of this assignment, consideration was being given by the Department of Public Works and the City Council for the purchase of a "TeePee" burner conceived to deal with certain current problems relating to the disposition of various types of combustible materials such as trees, demolition lumber and other items. On May 15, 1964, the Technical Committee submitted to the Council an interim report concerning the "TeePee" burner. This report took cognizance of the decision of Commissioner Rosen to withdraw the "TeePee" burner proposal with the thought in mind of studying a more elaborate installation suitable for a longer range period. This interim report also reviewed for the Council, in general terms, the progress of the Technical Committee in its assignment.

The report contained herein is in the form of a summary of the findings and recommendations. It proposes certain general policy guide lines for the Council, but does not develop a program in detail. Before the many complex details are worked out, it is necessary that there be full agreement on general policies and principles. Also, the Technical Committee, whose members have full time responsibilities within their assigned daily areas of responsibility are not in a position to devote the very considerable time necessary to develop and pursue the solid waste disposal program in detail. The Committee has, however, developed a considerable amount of background data supporting the conclusions presented herein and this information is, of course, available in the Committee files at any time. It is expected that the details of carrying out the program would probably be done by the staff of the Department of Public Works under whose administrative responsibility the waste disposal activities fall. Because of the great amount of staff time required, it would be reasonable to expect that the staff of the Department of Public Works would be augmented from time to time, as may be found necessary, with the services of qualified consultants.

SCOPE OF STUDY

Upon receipt of this assignment, the Technical Committee appointed a sub-committee composed of Messrs. Schroeder, Hamblin, and Avery to make the investigation and report back to the Technical Committee. Throughout the study the sub-committee maintained close liaison with the Sanitation Bureau now operating the solid waste disposal system in Saint Paul. It should be noted that the study was concentrated on the long range problems and requirements of solid waste disposal in Saint Paul. This includes trash, rubbish, demolition waste, garbage, and industrial solid waste, but does not include liquid industrial waste nor other types of waste requiring disposal, such as sewage or certain types of dangerous or deleterious material such as radioactive waste, which although in a solid state, is normally disposed of by other than the usual municipal system.

In conducting its investigation, the sub-committee first assembled and studied all applicable Saint Paul reports, records, files, and past actions pertaining to the history and current characteristics of the Saint

Paul waste disposal arrangements. The sub-committee assembled a fairly comprehensive reference file of standard manuals, reports, compilations, and conference proceedings bearing on the problem from various organizations, municipalities, and private refuse disposal operations throughout the country.

A review was first made of the present waste disposal practices and problems in Saint Paul. This review included careful study of reports and data prepared for the committee by the Superintendent of Sanitation who afforded the committee excellent cooperation. Inspection was made and discussion had with numerous officials involved with typical facilities and systems not only in Saint Paul, but also in a number of other cities and written reports and accounts were made of the characteristics of each facility or system together with movies and photographs.

The volume and character of waste and the current problems as well as the methods of financing were studied for Saint Paul and the other cities and reference was had to the recommendations of national study committees on the subject. The committee also had the benefit of an informal general appraisal of the Saint Paul situation and discussion of waste disposal matters by a qualified professional consultant with experience on solid waste disposal in other cities.

Study was made of the projections of future needs and problems with respect to waste disposal in Saint Paul. Considerations involved included trends in volume and character of residential and industrial solid waste, population projections, problems being encountered in certain adjacent suburbs, trends in the usage of landfill acreage and the effect of alternative courses of action and meeting anticipated needs with respect to the establishment and financing of various waste disposal measures.

As previously noted, the recommendations evolved are in general terms because of staff time limitations and also because of the necessity to arrive at agreement on general policies and principles before details are developed. It is felt that the recommendations are sufficiently precise to define general policies and the character of a solid waste disposal program having current as well as long range aspects and one which would respond adequately to present and projected needs of Saint Paul and possibly a portion of the suburban area adjacent to Saint Paul.

SUMMARY OF FINDINGS

The disposal of municipal solid waste, garbage, trash, rubbish, trees, demolition material, cartons, crates, rejects of industrial plant products and similar material is not as glamorous or aesthetically pleasing as certain other municipal activities, but it is nevertheless a necessary and highly important service. This is true of every municipality of any size throughout the world, and Saint Paul is, of course, no exception. During the year 1963 a total of some 342,000 vehicles delivered refuse to the facilities at the Pigs Eye and Fish Hatchery landfills. As estimated by the Sanitation Bureau, these vehicles disposed of approximately 1,300,000 cubic yards of material which included approximately 30,000 cubic yards of garbage which was collected by City forces. During the year of 1963 the budget for the operation of

landfills and dumps for the City of Saint Paul was \$110,140 financed from general City revenue or principally property taxes and some miscellaneous revenue out of a City-wide tax levy.

Receipts from miscellaneous sources during this period amounted to \$4,000. During 1963, from the \$110,140 assigned, a bulldozer was purchased at a cost of \$24,350 and a clam shovel was overhauled at a cost of over \$4,000. The repair and maintenance of the older bulldozers cost approximately \$20,000 and the erection of a garage building at the Fish Hatchery site cost just under \$3,000. The remainder of the budget fund was used for the relocation of pipe lines for the fighting of fires, the construction of a new road into the Fish Hatchery landfill, and for salaries, miscellaneous supplies and materials. Refuse disposal system costs not included in the above considerations (because they are not outlays made by the municipality) would be fees paid by residential, commercial or industrial property occupants for trash collection or garbage collection by private parties.

During the past two years the Superintendent of Sanitation has arranged for fairly complete information concerning the amounts and types of materials disposed of at the landfills. He receives monthly reports of the overall operation, these reports being kept on a day-to-day basis and turned in by his Supervisor of landfills within the first week of each month of the year. The character and uncompacted volume of the waste materials is estimated using the specific sizes of the trucks and the known cubic yard capacity of such vehicles. Weighing of vehicles is not done at the present time but has been discussed and could be instituted as part of more elaborate disposal facilities. In the case of pleasure vehicles, an estimate is made according to the amount of material which appears to be dumped by each individual hauler. On the basis of the reports from the landfill personnel continuously present on the operation, it has been estimated that between 25% and 30% of the materials disposed at the Pigs Eye landfill are demolition materials, trees or parts of trees. Another 25% consists of earth, concrete and other material which would not be classed as combustible. Approximately 10% of the materials are cellulosic waste similar to the waste materials disposed of by Minnesota Mining and Manufacturing Company. The City garbage amounts to approximately 2% of the total yardage. The remaining 30%, approximately, of materials accepted at the landfills consists of such general refuse as ashes, tin cans, street waste and oversized materials such as bed springs, large boxes, furniture, overstuffed chairs, and tree stumps. There are no dead animals accepted at the landfills, these being collected by the Van Hoven Company and disposed of at their rendering plant.

The collection of waste materials in the City of Saint Paul, with the exception of garbage, is done by private rubbish hauling contractors. The rubbish haulers are licensed by the City and their vehicles must meet certain requirements as set up by the Bureau of Sanitation.

The rubbish hauling contractors have their trucks inspected at the Pigs Eye landfill by Sanitation Bureau employees and application is then made to the Sanitation Bureau for a license. The fee for the license for the collection of refuse was previously \$30.00 per year, but was recently raised by Council Ordinance to \$100.00 per year. Each rubbish hauling contractor must carry sufficient insurance on his vehicle to meet the require-

ments of the City Ordinance. In 1963, the revenue from ash haulers license fees, which is credited to miscellaneous revenue, was approximately \$7,500.

Garbage collection is done by City forces in the City of Saint Paul except for nine farmer collectors who collect raw and unwrapped garbage from various establishments to use for hog feeding purposes. The farmer collectors are licensed by the City and must pay a fee of \$12.00 per year. The City forces collecting garbage consist of 17 compactor trucks, each with a crew of one truck driver and two sanitation laborers and six individual truck owners, each with a crew consisting of the truck owner-driver and one sanitation laborer. These truck owner collectors are the only garbage collectors remaining of the original group which previously collected garbage before the City was forced into the garbage collection business. The budget for garbage collection for the season of 1963 was \$626,000; for 1964 the budget is \$610,000. In this operation, City garbage trucks traveled a total of approximately 140,000 miles during the season of 1963 and collected approximately 15,000 tons of garbage from approximately 80,000 residences or commercial establishments. Garbage collection is done on a one collection a week basis throughout the year. Financing of the garbage collection operation, of course, is from the general tax levy throughout the entire City and no fees are charged.

Fees could be charged for garbage collection or other measures taken to substantially reduce the City budget item for garbage collection as has been suggested recently.

Attention is directed to the comprehensive analysis of this matter presented in the August 26 report of the Superintendent of Sanitation. Such a revision in the service characteristics and financing concepts could be accomplished in Saint Paul as it has in other cities, but there are a number of problems and policy decisions which must be recognized and dealt with effectively. The change would have the effect of relieving the tax levy receipts for other purposes and raising additional revenue through a service charge method for the garbage and rubbish disposal service.

The disposal site and the system of disposal are the principal elements with which the sub-committee has concerned itself. Since 1956, disposal operations in Saint Paul have been centralized in areas familiarly known as the Pigs Eye Lake and State Fish Hatchery landfills. The City of Saint Paul has been extremely fortunate over the past forty years or more, in comparison with other cities in that it has been able to arrange for areas to operate dumps and landfill operations at many locations, such as East Minnehaha and Etna, East Seventh Street and Hazel, Old Hudson Road land, Johnson Parkway, Victoria and Blair, Minnehaha and Milton, Como and Packard, Larpenteur and Fernwood, Pleasant and St. Clair, State and Morrison, and other locations. In practically every location, including to a somewhat lesser degree the Pigs Eye and Fish Hatchery locations, the City of Saint Paul has received many complaints about the operation of waste disposal facilities. The largest single complaint has been about fires and resultant smoke at the Pigs Eye landfill which is the principal and current operation. Burning of certain materials, such as trees, lumber and demolition materials has been done since inception of the Pigs Eye landfill. This is done on an open pile in a so-called "burning dump." At no time has garbage

been burned at the landfill. Garbage is deposited in the landfilling operation and covered with earth. No mixed loads of general refuse are burned, but only full loads of combustible materials, such as lumber, trees and tree branches, demolition waste, wood crates, old furniture, mattresses and similar articles. No attempt is made to separate and remove the combustibles in mixed loads. At present the amount of material which is burned daily in the open is estimated by the Sanitation Bureau as follows: (1) Trees and brush, 30% (about 45 truck loads a day); (2) Demolition wastes, 60% (about 90 truck loads a day); (3) Boxes, wood crates and similar materials which are dumped by the rubbish contractors, 10% (about 15 truck loads a day).

The amounts and types of materials presently being burned at the landfill operation depend largely on the season of the year as well as many other factors, such as the amount of demolition highway and street work, tree trimming, etc. Of course, also, there are times of the year when the landfill receives the result of heavy windstorm or other weather phenomena and this has a bearing on the type and amount of material.

The present landfill sites are on land owned by the Burlington Railroad (Fish Hatchery area) and the Milwaukee Railroad, with the latter owning land for the Pigs Eye landfill, which is the main disposal site. The City is permitted to operate the waste disposal facilities at no cost by formal agreement with the Railroads.

The Pigs Eye landfill operation was begun in 1956 with seven acres of land. Since that time, and through several additional agreements, the City has acquired principally from the Milwaukee Railroad approximately 200 additional acres on which it has the right to operate disposal facilities in accordance with certain provisions and stipulations. It is expected that an additional 236 acres could be acquired or rights obtained from the Saint Paul Port Authority in the future, which could extend the disposal operations. Between the years of 1956 and 1960, there were just over 20 acres filled at the Pigs Eye landfill, and the following four years, from 1960 to 1964, there were an additional 62½ acres of Railroad property filled, plus seven acres which belong to the Port Authority, making a total of approximately 70 acres which were filled between 1960 and 1964. This has averaged 11 acres per year approximately over the eight year period, but the rate of filling has been increasing so the average is not too significant. As of 1964, the total area of the Railroad property remaining, on which the City has disposal rights, is approximately 113½ acres. At the present rate of filling, and if the above described additional property area rights were acquired from the Port Authority, the total amount of use time remaining at the Pigs Eye landfill operation would approach 20 years. However, there is no reason to believe that the present increase in rate of use will not continue, and on this basis it seems reasonable to assume that the useful life of the present landfill operation in the last big remaining area where it is possible in Saint Paul, could not continue longer than perhaps 12 to 15 years. It is apparent in reviewing the landfill operations, that if there were a better and more acceptable means of burning the large percentage of combustible materials which are hauled into the landfill area, either combined with non-combustibles, or in entirely combustible loads, it would be possible to increase the life span of the landfill to something more than

20 years, depending on the character of any new burning facilities. If proper burning facilities with adequate control of air pollution qualities were established in conjunction with the landfill operation, the present objection to open burning would be eliminated and the quality of the fill improved, as well as the life of the operation extended.

Burning at the Pigs Eye landfill, in the open, has been a source of complaint and, of course, is not in accordance with the City's air pollution abatement ordinance No. 9275, approved by the Council May 10, 1949. Burning of combustible materials is, however, required under the formal agreement entered into between the Railroad and City Council under date of March 1, 1957. This is the original agreement, granting to the City the right to use seven acres of railroad property for an all-purpose dump. Over the years, the area has been enlarged through several supplemental agreements. All of the agreements provide, among other things, that the City will "separate all combustible material for burning at certain times in the fill portion of the dump." Under date of October 29, 1957, the General Superintendent of the Chicago, Milwaukee, Saint Paul and Pacific Railroad Company, expressed the insistence of the Railroad that burning be done if the City is to use Railroad property for a disposal area. This Railroad insistence was reaffirmed on April 14, 1964 by the Railroad. Consequently, almost since the inception of the Pigs Eye landfill operation, burning has been done in the open. This burning at present is done to all combustible loads as they come to the dump. There is no separation of mixed loads done at the present time.

In recognition of the requirement in the agreement with the land owner for burning and also of the need for better control of the burning operation, the Department of Public Works recommended late in 1963, the establishment of a "TeePee" burner. However, the nature of the equipment proposed made it likely that the air pollution abatement requirements could not be met all of the time even though such equipment would certainly be a great improvement over the present open burning being conducted. The "TeePee" could be installed at an estimated cost of approximately \$120,000. However, to comply with air pollution abatement standards, more elaborate burning facilities will be required on a long range basis. Current measures should be clearly a part of a comprehensive long range plan. Some planning aid may be available from the Federal Government. In consideration of these factors, the "TeePee" proposal was withdrawn early in 1964. The obvious need for a better control of the burning of combustibles remains, however.

In addition to the need for burning and the need for a better method of burning at the present time, there is another current problem which would be alleviated by more and better incineration. There has been a shortage of good cover material for the landfill and this has resulted in a situation where the waste material is not covered as promptly or as thoroughly as would be desirable. If all combustibles could be burned it would, in addition to reducing the space requirements, which are limited, also reduce the requirements for cover material by reducing the area to be covered as well as reducing the cover requirements themselves with respect to fire prevention. Compaction and the quality of the fill would be improved. It has appeared to the committee that there is urgent need for immediate action to improve the present burning operation through better control and to increase the burning operation to the extent that would be possible, but to do this in such a way

as to meet the air pollution abatement requirements. In effect, the obvious immediate action required would be to arrange for a type of facility to perform the function recommended by the Department of Public Works late in 1963, but one which, in addition to performing the required incineration, would also meet air pollution abatement requirements. This could very well be a wood burning incinerator of the type recently constructed in Detroit and for which the Technical Committee has obtained plans and specifications. This facility could be designed to meet air pollution abatement standards and is estimated to cost in the neighborhood of \$250,000. It would of course be desirable to construct a more elaborate facility, such as a full scale municipal incinerator which would take mixed loads of combustible and non-combustible rubbish, and thoroughly burn all combustible material including garbage and which would be so designed as to meet air pollution standards. However, such a facility would cost at least several millions of dollars and it appears to the committee that such an expenditure in the near future would probably not be possible. It appears to the committee that a wood burning incinerator would probably be a desirable auxiliary facility even if a full scale municipal incinerator were built later; and that therefore, the wood burning incinerator would be a logical first stage of development and one which could be accomplished at a fairly reasonable cost. It should be recognized, however, that such a wood burning incinerator answers only part of the problem on an immediate basis and should not be considered a full long range solution.

It appears to the committee that the development of incineration facilities in stages could and should be done in part, at least, on a revenue basis rather than financing the capital cost entirely from the general tax levy. A number of the surrounding communities have evidenced a problem in common with the Saint Paul problem, and it appears likely that at least some of them would be interested in participating in a suitable long range program, perhaps in a manner similar to that undertaken in and around the city of New Haven, Connecticut, where suburban communities participated in capital cost as well as operation and maintenance cost. Certainly it is obvious that a multi-community approach to what is a similar problem in each community should be thoroughly explored.

In developing the details of the long range waste disposal program of facilities and operations, the acquisition of property or rights at other locations should not be neglected. Saint Paul has, to a large degree, included in its planning to date, the reservation of certain parcels of property or certain areas for such future improvements as parks, playgrounds, and schools. Up to the present, however, relatively little consideration has been given to future means for the disposal of waste materials. Acceptance by the public of waste disposal at other sites could be facilitated if assurance of control of smoke and fumes could be given. This has been one of the principal complaints in the past. The Department of Sanitation has suggested a number of possible sites and no doubt additional sites could be ascertained in a detailed study. The investigation, of course, should include an investigation of cost, fees, and related matters not only of possible new sites, but also at the present Pigs Eye and Fish Hatchery landfills.

RECOMMENDATIONS

1. That there be developed in detail and implemented a long range plan for solid waste disposal including garbage and refuse. The plan should involve the addition of large scale incineration facilities to the present system, which is principally landfill, and the investigation and establishment of future sites for both landfill and incineration facilities. These incineration facilities should be designed to burn all combustibles delivered for disposal. The incineration facilities would be auxiliary to the landfill operations now being conducted at the Pigs Eye and Fish Hatchery locations, and which could be conducted at possible additional or alternate sites in the future either within or without Saint Paul.
2. That as a first stage of the development of incineration facilities, ways and means be found to construct as soon as possible a wood burning incinerator of a suitable scale and type. The wood burning incinerator should be designed to handle trees, stumps, demolition materials and similar types of materials, but not mixed loads of combustible and non-combustible rubbish.
3. That all the incineration facilities be designed to meet all applicable air pollution abatement standards.
4. That the incineration facilities be designed on a scale sufficient to serve nearby interested communities, providing a suitable participation formula and fee schedule can be negotiated.
5. That capital and operation costs of the incineration facilities be financed by a combination of user charges and tax levies or assessments.
6. That the financing methods of the present system of solid waste collection and disposal, including that of garbage, be re-examined with a view toward financing a portion of the cost through user charges rather than a tax levy.
7. That the staff work involved in developing and implementing this program be primarily that of the Department of Public Works, augmented as may be found necessary by the services of qualified consultants.
8. That the possible availability of aid funds for planning and/or construction be investigated when the scope and character of the program is sufficiently well identified.

9. That the program be a comprehensive and coordinated one with sufficient concentration at the outset on general policies and objectives to assure its development, continuity, and implementation.

Respectfully submitted,

Clemens J. Schleck

Clemens J. Schleck
Secretary

Eugene V. Avery

Eugene V. Avery
Chairman

Copies
Technical Committee Members

E. V. Avery, Chairman
S. A. Maxwell, Vice-chairman
C. J. Schleck, Secretary
R. Ames
J. Connelly
E. Dehn
C. Hamblin
C. Herbert
G. Shepard
B. Teig

40 c

Return to Invitation Dep

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of January, 1965 by and between the City of Saint Paul, a municipal corporation, hereinafter called the party of the first part, and Minnesota Mining and Manufacturing Company, a Minnesota corporation, hereinafter called the party of the second part, WITNESSETH:

That the party of the first part, in consideration of a monthly use rental in the sum of Three Hundred Dollars (\$300.00) per month, payable in advance on the first day of each and every month during the term of this agreement, will permit the party of the second part, its agents, servants or employees, to use the facilities of the Pigs Eye Sanitary Landfill of the City of Saint Paul upon the terms and conditions hereinafter set forth.

1. The term of this agreement shall be for the period from January 1, 1965 through December 31, 1965, unless earlier terminated in the manner hereinafter provided.

2. Either party to this agreement may terminate the same by giving to the other party a written notice not less than thirty days prior to the last day of the month after the expiration of which the agreement is to be cancelled.

3. The party of the second part shall be permitted to unload at the Pigs Eye Sanitary Landfill pursuant to the terms of this agreement refuse from all its plants within the greater Saint Paul area.

4. The party of the second part agrees that such refuse hauled to the Pigs Eye Sanitary Landfill area shall be hauled only by persons, firms or corporations who have been issued a license by the City of Saint Paul to haul rubbish within the City Limits of said City.

5. The party of the second part agrees that it shall not deliver refuse or waste materials before 8:00 A.M. or after 4:30 P.M..

on any day of the week Monday through Friday, nor before 9:00 A.M. or after 3:00 P.M. on any Saturday during the period of this agreement, and the party of the second part further agrees that no deliveries of refuse or waste materials will be made on Sunday.

6. The party of the second part hereby agrees that it will not permit in the materials to be deposited at the aforesaid landfill any materials or waste products of an explosive or incendiary nature, nor any materials of such nature that the same might give off or cause to be given off dangerous or toxic fumes or gases.

7. The party of the second part, its agents, servants and employees, shall use due care in depositing refuse and waste materials at the Pigs Eye Sanitary Landfill and shall cooperate with the agents, servants and employees of the party of the first part in preventing a spillage or unnecessary scattering of load contents.

8. The party of the second part agrees to indemnify and save harmless the City of Saint Paul, its agents, servants and employees from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of work provided for herein or permitted pursuant to the provisions of this agreement, and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder, by virtue of any breach of the terms of this agreement by said party of the second part, its agents, servants or employees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their

hands and seals the date and year first above written.

In presence of:

CITY OF SAINT PAUL

Ann E. Loomis

By

Mayor

Clarence John Skowronski

By

Commissioner of Public Works

By

City Clerk

Countersigned:

Joe M. Smith
City Comptroller

In presence of:

MINNESOTA MINING AND MANUFACTURING
COMPANY

Gladys Johnson
Samuel J. Larimer

By

C. P. Pesek,
Its Vice President

By

J. J. Lyons,
Its Assistant Secretary

Approved as to form:

Assistant Corporation Counsel

Approved as to form and execution

this 5 day of March, 1965.

Assistant Corporation Counsel

February 17, 1965

Bureau of Sanitation
City of Saint Paul
273 City Hall
St. Paul, Minnesota

Re: Pig's Eye Sanitary Landfill

Gentlemen:

Enclosed herewith are four (4) copies of the agreement between the City of Saint Paul and Minnesota Mining and Manufacturing Company for the disposal of waste materials at the Pig's Eye Sanitary Landfill.

This agreement has been duly executed on behalf of our Company and after executed by the City Saint Paul, please return one copy to my attention.

Yours very truly,

T. J. Scheuerman

TJS/sl

Enc

MINNESOTA MINING AND MANUFACTURING COMPANY

2501 HUDSON ROAD • MAPLEWOOD • SAINT PAUL, MINNESOTA 55119 • TEL. 733-1110

OFFICE OF GENERAL COUNSEL

March 22, 1965

Re: Pig's Eye Sanitary
Landfill Agreement

To: V. D. Axmark
A. C. Boyden
F. E. Edlund
H. W. Rehfeld
H. T. Weber
H. J. Wessel

AL mel. r
AG. G. A. H. H. H.

Attached herewith is your copy of executed agreement between our company and the City of Saint Paul covering use of subject facilities

Term: January 1, 1965 to December 31, 1965.

Consideration: \$300 per month.

Virginia Ledo
Law Dept. 220-12E

enc.

PRESENTED BY
COMMISSIONER

CITY OF ST. PAUL
OFFICE OF THE CITY CLERK
COUNCIL RESOLUTION—GENERAL FORM

COUNCIL NO.
FILE

226869

00250

DATE

RESOLVED, That the proper officers of the City of Saint Paul are hereby authorized and directed to enter into an agreement with Minnesota Mining and Manufacturing Company pertaining to rubbish disposal at the Pig's Eye Sanitary Landfill area, a copy of which agreement is attached hereto, marked Exhibit "A", and made a part hereof by reference.

COUNCILMEN

Yeas

Nays

Dalglish

Holland

Loss

Meredith

Peterson

Rosen

Mr. President, Vavoulis

Adopted by the Council _____ 19

JAN 7 1966

Approved _____ 19

_____ In Favor

_____ Against

Mayor

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of January, 1966, by and between the City of Saint Paul, a municipal corporation, hereinafter called the party of the first part, and Minnesota Mining and Manufacturing Company, a Minnesota corporation, hereinafter called the party of the second part, WITNESSETH:

That the party of the first part, in consideration of a monthly use rental in the sum of Three Hundred Dollars (\$300.00) per month, payable in advance on the first day of each and every month during the term of this agreement, will permit the party of the second part, its agents, servants or employees, to use the facilities of the Pigs Eye Sanitary Landfill of the City of Saint Paul upon the terms and conditions hereinafter set forth.

1. The term of this agreement shall be for the period from January 1, 1966, through December 31, 1966, unless earlier terminated in the manner hereinafter provided.

2. Either party to this agreement may terminate the same by giving to the other party a written notice not less than thirty days prior to the last day of the month after the expiration of which the agreement is to be cancelled.

3. The party of the second part shall be permitted to unload at the Pigs Eye Sanitary Landfill pursuant to the terms of this agreement refuse from all its plants within the greater Saint Paul area.

4. The party of the second part agrees that such refuse hauled to the Pigs Eye Sanitary Landfill area shall be hauled only by persons, firms or corporations who have been issued a license by the City of Saint Paul to haul rubbish within the City Limits of said City.

5. The party of the second part agrees that it shall not deliver refuse or waste materials before 8:00 A.M. or after 4:30 P.M. on any day of the week Monday through Friday, nor before

9:00 A.M. or after 3:00 P.M. on any Saturday during the period of this agreement, and the party of the second part further agrees that no deliveries of refuse or waste materials will be made on Sunday.

6. The party of the second part hereby agrees that it will not permit in the materials to be deposited at the aforesaid landfill any materials or waste products of an explosive or incendiary nature, nor any materials of such nature that the same might give off or cause to be given off dangerous or toxic fumes or gases.

7. The party of the second part, its agents, servants and employees, shall take due care in depositing refuse and waste materials at the City of Saint Paul Landfill and shall cooperate with the agents, servants and employees of the party of the first part in preventing any loss or unnecessary scattering of load contents.

8. The party of the second part agrees to indemnify and save harmless the City of Saint Paul, its agents, servants and employees from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of work provided for herein or permitted pursuant to the provisions of this agreement, and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder, by virtue of any breach of the terms of this agreement by said party of the second part, its agents, servants or employees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year first above written.

In presence of:

Ann E. ThomasEdward J. Sullivan

CITY OF SAINT PAUL

By

Mayor

By

Commissioner of Public Works

By

City Clerk

Countersigned:

Ann E. Thomas
City Comptroller

In presence of:

Lucas J. SullivanNorma J. SullivanMINNESOTA MINING AND MANUFACTURING
COMPANY

By

C. P. Pess

Its Vice President

By

T. J. Lyons

Its Assistant Secretary

Approved as to form:

Paul J. Kelly
Assistant Corporation Counsel

Approved as to form and execution

this 17 day of April, 1966.Paul J. Kelly
Assistant Corporation Counsel

1-10-66

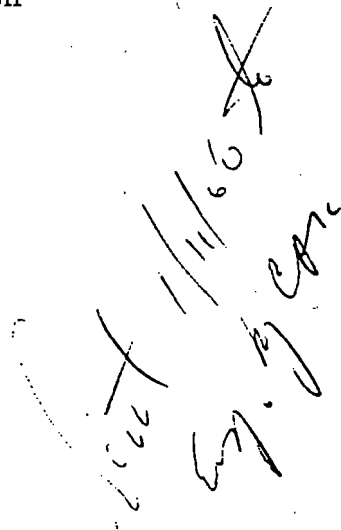

Mr. Pesek

The enclosed contract requires your signature. This is the annual renewal contract with the City of St. Paul for disposal of 3M dry scrap from St. Paul, Maplewood, and Chemolite at the Pigs Eye site. The charge of \$300 per month is made because we are disposing of material from Chemolite and Maplewood.

Please sign all four copies and have Gladys forward to:

Mr. Joseph A. Crea
Room 2 City Hall
Bureau of Sanitation
City of St. Paul
St. Paul, Minn.

Thank you.



1/11/66
Gladys

THIS AGREEMENT, made and entered into this 1st day of January, 1966, by and between the City of Saint Paul, a municipal corporation, hereinafter called the party of the first part, and Minnesota Mining and Manufacturing Company, a Minnesota corporation, hereinafter called the party of the second part, WITNESSETH:

That the party of the first part, in consideration of a monthly use rental in the sum of Three Hundred Dollars (\$300.00) per month, payable in advance on the first day of each and every month during the term of this agreement, will permit the party of the second part, its agents, servants or employees, to use the facilities of the Pigs Eye Sanitary Landfill of the City of Saint Paul upon the terms and conditions hereinafter set forth.

1. The term of this agreement shall be for the period from January 1, 1966, through December 31, 1966, unless earlier terminated in the manner hereinafter provided.

2. Either party to this agreement may terminate the same by giving to the other party a written notice not less than thirty days prior to the last day of the month after the expiration of which the agreement is to be cancelled.

3. The party of the second part shall be permitted to unload at the Pigs Eye Sanitary Landfill pursuant to the terms of this agreement refuse from all its plants within the greater Saint Paul area.

4. The party of the second part agrees that such refuse hauled to the Pigs Eye Sanitary Landfill area shall be hauled only by persons, firms or corporations who have been issued a license by the City of Saint Paul to haul rubbish within the City limits of said City.

5. The party of the second part agrees that it shall not deliver refuse or waste materials before 8:00 A.M. or after 4:30 P.M. on any day of the week Monday through Friday, nor before

1/1/66

9:00 A.M. or after 3:00 P.M. on any Saturday during the period of this agreement, and the party of the second part further agrees that no deliveries of refuse or waste materials will be made on Sunday.

6. The party of the second part hereby agrees that it will not permit in the materials to be deposited at the aforesaid landfill any materials or waste products of an explosive or incendiary nature, nor any materials of such nature that the same might give off or cause to be given off dangerous or toxic fumes or gases.

7. The party of the second part, its agents, servants and employees, shall use due care in depositing refuse and waste materials at the Pigs Eye Sanitary Landfill and shall cooperate with the agents, servants and employees of the party of the first part in preventing a spillage or unnecessary scattering of load contents.

8. The party of the second part agrees to indemnify and save harmless the City of Saint Paul, its agents, servants and employees from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of work provided for herein or permitted pursuant to the provisions of this agreement, and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder, by virtue of any breach of the terms of this agreement by said party of the second part, its agents, servants or employees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year first above written.

in presence of:

CITY OF SAINT PAUL

00257

Ann E. Loomis

By *[Signature]*
Mayor

[Signature]

By *[Signature]*
Commissioner of Public Works

By *[Signature]*
City Clerk

Countersigned:

[Signature]
City Comptroller

In presence of:

MINNESOTA MINING AND MANUFACTURING
COMPANY

[Signature]

By *[Signature]*
C. P. Fench,
its Vice President

[Signature]

By *[Signature]*
T. J. Lyons,
its Assistant Secretary

Approved as to form:

[Signature]
Assistant Corporation Counsel

Approved as to form and execution
this 17 day of June, 1966.

[Signature]
Assistant Corporation Counsel

10027

WE

10027

10027

10027

10027

10027

10027

10027

10027

10027

10027

10027

10027

10027

10027

10027

MINNESOTA MINING AND MANUFACTURING COMPANY

2501 HUDSON ROAD • MAPLEWOOD • SAINT PAUL, MINNESOTA 55119 • TEL. 733-1110

OFFICE OF GENERAL COUNSEL

January 11, 1966

Re: Pig's Eye Sanitary
Landfill Agreement with
City of St. Paul

TO: C. P. PESEK - VICE PRESIDENT - 220-14
T. J. LYONS - ASSISTANT SECRETARY - 220-12E

FROM: D. L. HITT - OFFICE OF GENERAL COUNSEL - 220-12E

Kindly initial your approval of the above subject agreement with the City of St. Paul. This is the annual renewal contract with the City of St. Paul for disposal of 3M dry scrap from our St. Paul, Maplewood and Chemolite Plants. The charge is \$300.00 per month.

If you have any questions, please call A. C. Boyden, Ex. 32229.

Call Sue, Ex. 31751 when ready.


DLH/sl



January 11, 1966

Mr. Joseph A. Crea
Room 2, City Hall
Bureau of Sanitation
City of St. Paul,
St. Paul, Minnesota

Re: Pig's Eye Landfill

Dear Mr. Crea:

Enclosed herewith are four (4) copies of the agreement between the City of Saint Paul and Minnesota Mining and Manufacturing Company for the disposal of waste material at the Pig's Eye Sanitary Landfill.

The agreement has been duly executed on behalf of our Company and after the same has been executed by the City of Saint Paul, please return one copy to my attention.

Yours very truly,

D. L. Hitt

DLH/al

Enclosure (4)

THE DEPARTMENT OF PUBLIC WORKS
OF THE
CITY OF ST. PAUL

INTER-OFFICE COMMUNICATION

TO: Floyd J. Forsberg

FROM: Kent Schonberger

DATE: November 22, 1966

SUBJECT: Resolution regarding 3M refuse disposal at landfills

Jerry Segal phoned me from the Corporation Counsel's office on Monday, November 21, 1966, to state that after consideration of the resolution extending the 1966 agreement between the Minnesota Mining and the City for their monthly landfill charges, in view of the fact that it is not known when we will actually institute the fee basis, he felt that it is more simple and direct to draw up a new agreement and sign it with them, but including the paragraph as previously existed that either party could cancel out the agreement with 30 days notice prior to expiration. Therefore, he will draw up the agreement and transmit a copy to us for transmittal to Minnesota Mining. If Joe Crea has the name of a contact at Minnesota Mining who this should be addressed to, I would appreciate knowing. Also, in transmitting it, we should send a letter along with it definitely informing them that sometime in early 1967 we will be arranging to set up for collection on a fee basis and at that time they will have to bring in their material based on the fee as established, and that it is our intent to give them 30 days advance notice, but we want them to know of this arrangement now in the event they would not wish to enter into a new agreement effective January 1st with that information.

Joe Crea should keep in mind and have a reminder, calendar or otherwise, that Minnesota Mining is informed at least 30 days in advance of the new fee installation basis, in that they are notified in writing officially that the contract they now have will expire so we do not have a slip up on that. I do not know if there are any other similar agreements they have or whether the 3M is the only one, but this is another thing which should be kept in mind.

KS:ma

Kent

attached hereto is agreement - please transmit
to 3M for execution and return to us for
city approval (all copies transmitted)

12-5-66

Note:

Minn. Mining & Mfg. Co. Agreement was
 sent to Fred Edmund of the Minn.
 Mining & Mfg. Co. for signature and a
 letter was sent to Mr. C. P. Cook advising
 him of the 30 day notice for cancellation
 at such time as they have for hand-
 ling begins.

JAC.

Return to Permittation Dept

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of January, 1965 by and between the City of Saint Paul, a municipal corporation, hereinafter called the party of the first part, and Minnesota Mining and Manufacturing Company, a Minnesota corporation, hereinafter called the party of the second part, WITNESSETH:

That the party of the first part, in consideration of a monthly use rental in the sum of Three Hundred Dollars (\$300.00) per month, payable in advance on the first day of each and every month during the term of this agreement, will permit the party of the second part, its agents, servants or employees, to use the facilities of the Pigs Eye Sanitary Landfill of the City of Saint Paul upon the terms and conditions hereinafter set forth.

1. The term of this agreement shall be for the period from January 1, 1965 through December 31, 1965, unless earlier terminated in the manner hereinafter provided.

2. Either party to this agreement may terminate the same by giving to the other party a written notice not less than thirty days prior to the last day of the month after the expiration of which the agreement is to be cancelled.

3. The party of the second part shall be permitted to unload at the Pigs Eye Sanitary Landfill pursuant to the terms of this agreement refuse from all its plants within the greater Saint Paul area.

4. The party of the second part agrees that such refuse hauled to the Pigs Eye Sanitary Landfill area shall be hauled only by persons, firms or corporations who have been issued a license by the City of Saint Paul to haul rubbish within the City Limits of said City.

5. The party of the second part agrees that it shall not deliver refuse or waste materials before 8:00 A.M. or after 4:30 P.M.

on any day of the week Monday through Friday, nor before 9:00 A.M. or after 3:00 P.M. on any Saturday during the period of this agreement, and the party of the second part further agrees that no deliveries of refuse or waste materials will be made on Sunday.

6. The party of the second part hereby agrees that it will not permit in the materials to be deposited at the aforesaid landfill any materials or waste products of an explosive or incendiary nature, nor any materials of such nature that the same might give off or cause to be given off dangerous or toxic fumes or gases.

7. The party of the second part, its agents, servants and employees, shall use due care in depositing refuse and waste materials at the Pigs Eye Sanitary Landfill and shall cooperate with the agents, servants and employees of the party of the first part in preventing a spillage or unnecessary scattering of load contents.

8. The party of the second part agrees to indemnify and save harmless the City of Saint Paul, its agents, servants and employees from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of work provided for herein or permitted pursuant to the provisions of this agreement, and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder, by virtue of any breach of the terms of this agreement by said party of the second part, its agents, servants or employees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their

hands and seals the date and year first above written.

In presence of:

Ann E. Loomis

Clarence John Perkins

CITY OF SAINT PAUL

By

David Harvath
Mayor

By

Milton Gosen
G. F. Chrens, Deputy
Commissioner of Public Works

By

Robert B. Gulbf
City Clerk

Countersigned:

Joe M. Smith
City Comptroller

In presence of:

Gladys Johnson
Larry G. Larimer

MINNESOTA MINING AND MANUFACTURING
COMPANY

By

C. P. Pesek
Its Vice President

By

J. J. Lyons
Its Assistant Secretary

Approved as to form:

W. M. Moore
Assistant Corporation Counsel

Approved as to form and execution

this 5 day of March, 1965.

W. M. Moore
Assistant Corporation Counsel

Area Code 612
223-5121



GERALD A. ALFVEY
PAUL J. KELLY
THOMAS J. STEARNS
JON R. DUCKSTAD
ARTHUR M. NELSON
JEROME J. SEGAL
THOMAS M. MOONEY
GENE H. ROSENBLUM
JAMES W. KENNEY

ROBERT E. O'CONNELL
First Assistant

DANIEL A. KLAS
Special Assistant

CITY OF SAINT PAUL

LEGAL DEPARTMENT

316 City Hall, St. Paul, Minnesota 55102

JOSEPH P. SUMMERS
Corporation Counsel

November 22, 1966

Mr. Kent Schonberger
Maintenance Engineer
Department of Public Works

Subject: The extension of present refuse fee
arrangement with Minnesota Mining and
Manufacturing Company

Dear Sir:

Enclosed herein is the agreement requested in your letter of November 14, 1966.

I wish to remind you that paragraph 2 specifically authorizes the City to terminate and cancel this agreement after giving 30 days notice in the event that the City adopts a new fee basis at the Pigs Eye Landfill.

If the agreement is approved by your department and 3M, and after the agreement has been executed by 3M, please return the original and all copies to our office, and we will prepare the necessary resolution.

Yours very truly,


Jerome J. Segal
Assistant Corporation Counsel

JJS/mlp
Enclosures

9:00 A.M. or after 3:00 P.M. on any Saturday during the period of this agreement, and the party of the second part further agrees that no deliveries of refuse or waste materials will be made on Sunday.

6. The party of the second part hereby agrees that it will not permit in the materials to be deposited at the aforesaid landfill any materials or waste products of an explosive or incendiary nature, nor any materials of such nature that the same might give off or cause to be given off dangerous or toxic fumes or gases.

7. The party of the second part, its agents, servants and employees, shall use due care in depositing refuse and waste materials at the Pigs Eye Sanitary Landfill and shall cooperate with the agents, servants and employees of the party of the first part in preventing a spillage or unnecessary scattering of load contents.

8. The party of the second part agrees to indemnify and save harmless the City of Saint Paul, its agents, servants and employees from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of, or by reason of the execution or performance of work provided for herein or permitted pursuant to the provisions of this agreement, and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder, by virtue of any breach of the terms of this agreement by said party of the second part, its agents, servants or employees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year first above written.

In presence of:

Ann E. LoomisBlattman Bunting

Countersigned:

Joe Mitchell
City Comptroller

In presence of:

Susan J. LarimerNorma J. Kelly

Approved as to form:

Paul J. Kelly
Assistant Corporation Counsel

Approved as to form and execution

this 17 day of Jan, 1966.Paul J. Kelly
Assistant Corporation Counsel

CITY OF SAINT PAUL

By

James J. St. Lawrence
Mayor

By

Miller P. Brown
Commissioner of Public Works

By

Robert D. Gerken
City ClerkMINNESOTA MINING AND MANUFACTURING
COMPANY

By

C. P. Pesek
Its Vice President

By

T. J. Lyons
Its Assistant Secretary

RECORDED

3

ENGINEERING

MINNESOTA MINING AND MANUFACTURING COMPANY

2501 HUDSON ROAD • MAPLEWOOD • SAINT PAUL, MINNESOTA 55119 • TEL. 733-1110

OFFICE OF GENERAL COUNSEL

January 27, 1966

Re: Pig's Eye Sanitary
Landfill Agreement

To: H. J. Wessel
A. C. Mensing
R. E. Garrod
V. D. Axmark
A. C. Boyden
R. E. Edlund
H. W. Rehfeld
H. T. Weber

Attached is your copy of the executed agreement between our company and the City of Saint Paul covering use of subject facilities.

Term: January 1, 1966 to December 31, 1966

Consideration: \$300 per month

Virginia Ledo
Law Dept. 220-12E

ecn.

MINNESOTA MINING AND MANUFACTURING COMPANY

2501 HUDSON ROAD • MAPLEWOOD • SAINT PAUL, MINNESOTA 55119 • TEL. 733-1110

OFFICE OF GENERAL COUNSEL

December 13, 1966
Re: Pig's Eye Sanitary
Landfill Agreement with
the City of St. Paul

To: C. P. Pesek
C. W. Luis

From: Arlo D. Levi

Please sign the attached five (5) copies of our agreement with the City of St. Paul. This is the annual renewal contract for disposal of 3M dry scrap from our St. Paul, Maplewood and Chemolite plants. The charge is \$300.00 per month.

ADL:vl

Call Virginia, 3-1529, when signed. Thank you.

*Noted by 12/13
P. J. Lewis*

MINNESOTA MINING AND MANUFACTURING COMPANY

2501 HUDSON ROAD • MAPLEWOOD • SAINT PAUL, MINNESOTA 55119 • TEL. 733-1110

OFFICE OF GENERAL COUNSEL

April 24, 1967

To: H. J. Wessel
H. S. Parkinson
A. C. Mensing
R. E. Garrod
J. F. Day
J. T. Ling
F. Edlund**
W. W. Watson

Attached is a copy of the letter from the City of St. Paul which is self explanatory. This agreement with the City of St. Paul was cancelled as of March 13, 1967.

Alice Robinson
for Arlo D. Levi

Encl:

Interoffice Correspondence



Subject: Billing Procedure for
Disposal Fees

irc: J. F. Day
F. E. Edlund
H. J. Wessel

February 23, 1967

TO: ARLO LEVI - OFFICE OF GENERAL COUNSEL - 220-12E

FROM: W. W. WATSON - STAFF MANUFACTURING - 21-2W

With the initiation of disposal fees based on volume at the Pic's Eye disposal site effective March 13, 1967, I have discussed the question of billing procedure with Terminal Warehouse Company, Mr. Crea of the Department of Public Works, and Mr. H. Wessel.

It is generally agreed that the best procedure would be for the City to bill Terminal Warehouse who will in turn include our trip fees on their monthly invoice to 3M.

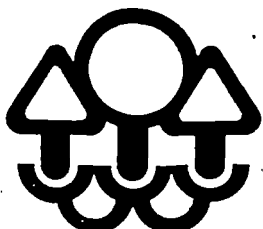
As we discussed over the phone, I am requesting you add to Rider No. 6, currently under revision in your office, a statement of agreement to the effect that 3M will pay Terminal Warehouse the disposal fees for 3M refuse hauled under our basic contract. In as much as the fee rate is temporary and expected to fluctuate, it would be advisable to omit specific rates and refer to current landfill disposal rates.

Reconciliation of Terminal's invoice with trip records in our Waste Disposal office is currently performed monthly prior to invoice approval.

WWW:fw

Attach.

Rec'd:
2/24/67



Minnesota Pollution Control Agency

520 Lafayette Road, Saint Paul, Minnesota 55155

Telephone (612) 296-6300



**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

January 8, 1991

Mr. Gene Johnson
EE & PC
3M Building 21-2W-05
P.O. Box 33331
St. Paul, Minnesota 55133

Dear Mr. Johnson:

RE: Requirement To Provide Information
Pig's Eye Dump/Fish Hatcheries Dump

The Minnesota Pollution Control Agency (MPCA) is responsible for implementing the Minnesota Environmental Response and Liability Act (MERLA). MERLA is the cornerstone of the state's efforts to investigate and remedy hazardous waste sites where contamination threatens the public health or the environment.

Pursuant to MERLA, the MPCA staff has identified a release or threatened release of hazardous substances or pollutants or contaminants at the Pig's Eye Dump/Fish Hatcheries Dump, located in Ramsey County, Minnesota. The MPCA staff is in the process of identifying persons who may be responsible for this release or threatened release under MERLA because they arranged for disposal, or transport for disposal, of hazardous waste at the above-referenced site.

The MPCA staff has reason to believe that 3M is a responsible person under MERLA, and may have information which is relevant to the release or threatened release for the Pig's Eye Dump/Fish Hatcheries Dump. To facilitate the agency's investigation, the MPCA staff is sending you the enclosed Requirement To Provide Information. As the recipient of this Requirement To Provide Information, you have the legal duty under state law to provide information requested by the MPCA which is relevant to the release or threatened release of hazardous substances or pollutants or contaminants. Information obtained in response to the Requirement To Provide Information will be used by MPCA staff in carrying out their responsibilities under MERLA, including the identification of other responsible persons for the release or threatened release. This is a first Questionnaire; in the future it may be necessary to supplement the information available to MPCA with additional Questionnaires.

Since obtaining this information is an important initial step in the process, your response to the enclosed Questionnaire needs to be submitted within thirty (30) days from the date of the Requirement To Provide Information. The information in your response is vital and will allow us to protect the public health and the environment. Therefore, failure to provide timely, complete and accurate answers to the Questionnaire may result in legal actions by the state of Minnesota to compel disclosure.

Mr. Gene Johnson
Page 2
January 8, 1991

Attachment 1 contains instructions for completing the Questionnaire. A list of definitions of words used in the Questionnaire may be found in Attachment 2. Please review both attachments and any relevant documents should be mailed to the following address:

Cathy O'Connell
Superfund Unit
Site Response Section
Ground Water and Solid Waste Division
Minnesota Pollution Control Agency
520 Lafayette Road
St. Paul, Minnesota 55155-3898

Should you have any questions regarding this letter and the enclosed Requirement To Provide Information and Questionnaire, please contact Cathy O'Connell at (612) 296-7227.

Sincerely,



Cathy O'Connell
Project Manager
Superfund Unit
Site Response Section
Ground Water and Solid Waste Division

CO:km

Enclosures

STATE OF MINNESOTA
POLLUTION CONTROL AGENCY

In the Matter of
Pig's Eye Dump/Fish Hatcheries Dump

REQUIREMENT TO PROVIDE
INFORMATION PURSUANT TO THE
MINNESOTA ENVIRONMENTAL
RESPONSE AND LIABILITY ACT

The Minnesota Pollution Control Agency (MPCA) staff has reason to believe that 3M is a responsible person under the Minnesota Environmental Response and Liability Act (MERLA) and may have information which is relevant to the release or threatened release of hazardous substances or pollutants or contaminants from the above-referenced site. You are required by Minnesota Statutes, Section 115B.17, subdivision 3 (1990) to provide information to the MPCA and its employees that is relevant to the release or threatened release:

Any person who the agency has reason to believe is responsible for a release or threatened release as provided in section 115B.03, or who is the owner of real property where the release or threatened release is located or where response action are proposed to be taken, when requested by the agency, or any member, employee or agent thereof who is authorized by the agency, shall furnish to the agency any information which that person may have or may reasonably obtain which is relevant to the release or threatened release.

The federal Comprehensive Environmental Response and Liability Act, Section 104 (e) (1) and (2) also authorizes the MPCA, pursuant to an existing U.S. EPA - MPCA Cooperative Enforcement Agreement, to require responsible persons to furnish such information.

The MPCA is also authorized by Minnesota Statutes, Section 115B.17, subdivision 4(a) (1990) to examine and copy any books, papers, records, memoranda or data of any person who has a duty to provide information under subd. 3.

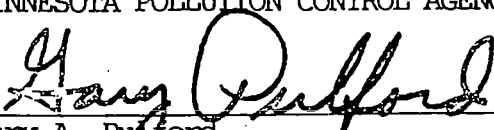
In addition, the MPCA is authorized to conduct investigations in conjunction with its duties to enforce the state's laws on water and air pollution. Minnesota Statutes, Section 115.03, subdivision 1(h) (1990), Minnesota Statutes, Section 116.07, Section 116.07, subdivision 9(c) (1990).

-2-

You are hereby directed to answer the attached questionnaire and to provide any relevant documents within thirty (30) days from the date of this Requirement To Provide Information. Failure to respond or to provide complete and accurate answers to the enclosed questions may result in legal action by the state of Minnesota to compel disclosure.

Date: JAN 08 1991

MINNESOTA POLLUTION CONTROL AGENCY



Gary A. Pullford
Chief, Site Response Section
Ground Water and Solid Waste Division

Questionnaire for Pig's Eye Dump/Fish Hatcheries Dump
and
Request for Production of Documents

Part I: ABOUT THE BUSINESS

1. Identify the full legal name of the business.
2. Is the business incorporated?

NOTE: If the answer is YES, answer Questions 3-9 of Part I; If the answer is NO, proceed to Question 9, and answer Questions 9-14 of Part I.

Questions To Be Answered By Corporations:

3. Identify the state or states in which the business is incorporated.
4. When was the business incorporated in each of the above state(s)?
5. Identify the name and address of the corporation's agent for service of process who is registered with the Minnesota Secretary of State.
6. Is the business a public or closely held corporation?
7. Identify the names, current addresses and telephone numbers of all directors and officers of the corporation.
8. If the corporation is closely held, identify the names and current addresses and telephone numbers of all shareholders of the corporation.

Questions To Be Answered By Non-Incorporated Business Entities:

9. Is the business either a legal partnership or sole proprietorship? Please specify.
10. If the answer to Question 9 is LEGAL PARTNERSHIP, is the partnership a general or limited partnership?
11. If the business is not a legal partnership or sole proprietorship, please explain the legal organization of the business (for example, joint venture, syndication).
12. How many years has the business been in operation?
13. Identify the names and current addresses and telephone numbers of all current owner(s) of the business.
14. Identify (a) any changes in owners or partners, specifying past owners or partners and their current addresses and telephone numbers; (b) past and current name(s) of the business; and (c) any changes in the location of the business.

-2-

Questions To Be Answered By All Businesses:

15. What is the Standard Industrial classifications (SIC) Code number of the business?
16. Identify the products or services which are produced or offered by the business.
17. Describe the activities and processes used by the business production of its product (i.e., machinery electroplating).
18. Does the business subcontract to any other businesses?
19. If the answer to Question 18 is YES, identify the names and current addresses and telephone numbers of the people with whom the business subcontracts.

Part II: ABOUT THE ENVIRONMENTAL PRACTICES OF THE BUSINESS

1. Identify the department of the business which is responsible for compliance with environmental requirements.
2. Identify all employees who are responsible for implementing the environmental program of the company (include current employee telephone numbers, length of time of job, and current work status with company).
3. Identify all environmental permits issued by federal, state, county, city or other governmental authorities which the business holds and the effective dated for such permits.
4. Are there any environmental enforcement actions of any kind pending which involve the company?
5. Have there been any environmental enforcement action involving the business since January 1, 1980?
6. If the answer to either Question 4 or 5 is YES, identify the type of enforcement action, the governmental agency involved, and the status or resolution of the matter.
7. Identify all waste which is currently and/or has been generated by the business. Include a list of (a) the type of waste; (b) how the waste was produced; (c) quantity disposed; (d) container used for disposal (barrels, cartons, etc.); (e) where the waste was disposed; and (f) the time period of generation and disposal of waste.
8. Did 3M have a designated disposal area at the site? If yes, please provide a map showing the location of the designated area.
9. Were 3M employees stationed at the site? If yes, please identify all such persons employed including their current addresses and telephone numbers.

10. Did your company generate any of the following wastes:

adhesives	1,1,1,-trichloroethane
phenolic wastes	chromium compounds
resins	chlorinated fluorocarbons
pigments	cobalt compounds
neutralized hydrofluoric tars	xylene
boiler ash	methylene chloride
chloroform	acetone
ethylene glycol	1,1-dichloroethane
methyl ethyl ketone	1,2-dichloroethane
methanol	1,1,2-trichloroethane
toluene	benzene
alcohols	ethers
ketones	dyes
lacquers	varnishes
plastics	adhesives

11. With respect to each solid or hazardous wastes which was generated by 3M and disposed of at the Pig's Eye/Fish Hatcheries Dump, to the best of your ability please state the following:

- a. The chemical composition of each waste disposed and the procedure utilized in making the determination;
- b. The total amount (by volume and weight) of each type of waste disposed in each calendar month (if monthly totals are not available, provide the amounts disposed in each calendar year).

12. If no waste was ever disposed by the business at the Pig's Eye Dump/Fish Hatcheries Dump, identify the specific sites or facilities where the business disposed of its waste.

13. Is the business responsible for the waste generated by its subcontractors?

14. If the answer to Question 12 is YES, identify how the business disposes of its subcontractor's waste. Include an explanation of factors (a) through (f) in Question 7.

15. Identify the manner in which any waste generated by the business (or its subcontractors) was transported. Also list all waste haulers that the company currently uses and has used in the past and provide the dates of use.

16. If the business currently uses or has utilized waste collection service(s) for the collection of its waste, indicate the following: (a) the name of the waste collection service(s) utilized, and (b) the name of the disposal site(s) utilized by either the business or its waste collection service(s), if known.

-4-

17. Identify all persons whom the business consulted in the preparation of the response to the Questionnaire, including their current addresses and telephone numbers and relationship to the business.
18. Identify any other persons who may be able to provide a more detailed or complete response to the Questionnaire or who may be able to provide additional relevant documents.
19. Identify all documents reviewed in the preparation of this document (i.e., manifests, letters, reports, etc.) and either (a) propose all such documents for inspection and copying, or (b) provide copies of such documents.
20. Identify each liability insurance policy held by you or the business during only the period when waste generated by the business was disposed at Pig's Eye Dump/Fish Hatcheries Dump. Provide the name and address of each insurer and of the insured, amount of coverage under each policy, commencement and expiration data, existence of a "pollution exclusion" clause, and coverage of sudden or nonsudden types of accidents. (In lieu of providing this information, you may submit complete copies of all relevant insurance policies.)

Attachment 1
Instructions for Questionnaire

1. Enclose with your response to the Questionnaire a notarized affidavit from you or an authorized official representing your business attesting to the fact (a) that a diligent search for records relevant to this Questionnaire has been completed and (b) that a diligent interview process has been conducted with present and former employees who may have knowledge of waste generation or other waste management practices at Pig's Eye Dump/Fish Hatcheries Dump from 1956 to 1972. Any information that you provide in response to the Questionnaire that is based on your personal knowledge, or the personal knowledge of your employees, agents, or other representatives must be submitted in the form of a notarized affidavit.
2. Review the list of definitions in Attachment 2.
3. Make a separate written response to each question. Do not leave any blank questions.
4. Number each of your answers according to the corresponding numbered question. For each document produced in response to the Requirement To Provide Information, identify the number of the question to which it responds on the document or in some other reasonable manner.
5. In answering each question, identify all sources of information consulted in preparing the response.
6. You are required to respond to each question on the basis of any and all information and documents in your possession, custody, or control or the possession, custody or control of your current or former employees, agents, or contractors, or other person who conducted business on your behalf. Furnish information that is available to you regardless of whether it is based on personal knowledge, and regardless of the source.
7. Information necessary to adequately respond to a question may not be known or available on the date your response is submitted. If this is the case, you have a continuing duty to provide the information when it becomes known or available.
8. Respond in writing to each question even if information on which your answer is based has not been recorded in any particular document.
9. If any requested documents have been transferred voluntarily or involuntarily to others or have been otherwise disposed of, identify (a) each document; (b) the person to whom it was transferred; and (c) the date of the transfer or disposal.
10. You have a duty to provide the requested information even if the information may be considered confidential or a trade secret. If you provide any information that related to sales figures, processes or methods of production unique to your business, or information that would tend to affect adversely the competitive position of your business if generally known, you may certify this claim at the time you submit your response and the

-2-

information so certified will be help nonpublic as provided in Minnesota Statutes, Section 115B.17, subdivision 5 (1990). Any such certification must specifically identify the information that you believe qualifies for nonpublic treatment. If no such certification accompanies the information when it is received by the MPCA, it may be made available to the public by the MPCA without further notice to you.

Attachment 2
Definitions for Questionnaire

For the purpose of your answers to the Questionnaire, the following definitions shall apply:

1. 3M. "3M" includes any agent, subcontractor, or any other person who conducted or did business on behalf of "3M".

2. PIG'S EYE DUMP/FISH HATCHERIES DUMP. "Pig's Eye Dump/Fish Hatcheries Dump" means the property located 1/2 mile southeast of the intersection of Warner Road and Childs Road (an old report lists the address as 1150 Pig's Eye Lake Road), [Ramsey County, Section 10, T28N, R22W] and the property located at the intersection of Warner Road and Childs Road (an old report simply gives the address as Warner Road) [Ramsey County, Section 3, T28N, R22W], St. Paul, Minnesota.

3. YOU; BUSINESS. The terms "you" and "business," means the addressee of the Requirement To Provide Information.

4. DOCUMENT. "Document" means information preserved in any manner which is in the possession of or may be reasonably obtained by the addressee, including information in the possession of the addressee's directors, officer, shareholders, partners, managers, employees, subcontractors, trustees, successors, assigns, and agents, regardless of the location of the document or its classification as privileged or confidential. The term "document" includes but is not limited to the following: correspondence, contracts, agreements, memoranda, telegrams, reports, assignment, personnel records, record books, manifests, logs, scrapbooks, diaries, minutes, plans, drawings, photographs, tapes, computer discs, invoices, checks, surveys and analyses.

-2-

5. IDENTIFY/Individual. The term "identify" means, with respect to an "individual," to set forth the person's full name, present or last known address, name of the employer, and a description of the job responsibilities of the person.

6. IDENTIFY/Business. The term "identify" means, with respect to a corporation, sole proprietorship, partnership, or other association or business entity, to set forth its full name, address, legal form (for example, corporation, partnership, etc.), and a brief description of the product or service offered by the business.

7. IDENTIFY/Document. The term "identify" means, with respect to a document to provide its customary business description, its date, its number if any (for example, invoice or purchase order number) as well as its author, addresser, addressee and/or recipient, and the substance or the subject matter.

8. PERSON. "Person," as defined in Minnesota Statutes, Section 115B.02, subdivision 12 (1990) means any individual, partnership, association, public or private corporation or other entity, including the United States government, any interstate body, the state and any agency, department or political subdivision of the state.

9. FACILITY. "Facility," as defined in Minnesota Statutes, Section 115B.02, subdivision 5 (1990) means:

(a) Any building, structure, installation, equipment, pipe or pipeline (including any pipe into a sewer or publicly owned treatment works), well, pit, pond, lagoon, impoundment, ditch landfill, storage container, motor vehicle, rolling stock, or aircraft;

-3-

(b) Any watercraft of any description, or other artificial contrivance used or capable of being used as a means of transportation on water; or

(c) Any site or area where a hazardous substance, or a pollutant or contaminant, has been deposited, stored, disposed of, or placed, or otherwise come to be located.

"Facility" does not include any consumer product in consumer use.

10. HAZARDOUS SUBSTANCE. "Hazardous substances," as defined in Minnesota Statutes, Section 115B.02, subdivision 8 (1990), means:

(a) Any commercial chemical designated pursuant to the federal Water Pollution Control Act, under United States Code, title 33, section 1321(b)(2)(A);

(b) Any hazardous air pollutant listed pursuant to the Clean Air Act, under United State Code, title 42, section 7412, and

(c) Any hazardous waste.

"Hazardous substance" does not include natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel, or mixtures of such synthetic gas a natural gas, not does it include petroleum, including crude oil or any fraction thereof which is not otherwise a hazardous waste.

11. HAZARDOUS WASTE. "Hazardous waste," as defined in Minnesota Statutes, Section 115B.02, subdivision 9 (1990) means:

(a) Any hazardous waste as defined in section 116.06, subdivision 13, and any substance identified as a hazardous waste pursuant to rules adopted by the agency under section 116.07; and

(b) Any hazardous waste as defined in the Resource Conservation and Recovery Act, under United States Code, title 42, section 6903, which is listed or has the characteristics identified under United States Code, title 42, section 6921, not including any hazardous waste, the regulation of which has been suspended by Act of Congress.

12. POLLUTANT OR CONTAMINANT. "Pollutant or contaminant," as defined in Minnesota Statutes, Section 115B.02, subdivision 13 (1990) means any element, substance, compound, mixture, or agent, other than a hazardous substance, which after release from a facility and upon exposure of, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformations, in the organisms or their offspring.

"Pollutant or contaminant" does not include natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel, or mixtures of such synthetic gas and natural gas.

13. SOLID WASTE. "Solid waste," as defined in Minnesota Rules, Part 7035.0300, subpart 100 (1990) means garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, in solid, semisolid, liquid, or contained gaseous form, resulting from industrial, commercial, mining and agricultural operations, and from community activities, but does not include hazardous waste; animal waste used as fertilizer; earthen fill, boulders, rock; sewage sludge; solid or

-5-

dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste, water effluents or discharges which are point sources subject to permits under section 402 of the Federal Waste Pollution Control Act, as amended, dissolved materials in irrigation return flows; or source, special nuclear, or by-product material as defined by The Atomic Energy Act of 1954, as amended.

14. RELEASE. "Release," as defined in Minnesota Statutes, Section 115B.02, subdivision 15 (1990) means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment which occurred at a point in time or which continues to occur.

"Release" does not include:

(a) Emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, watercraft, or pipeline pumping station engine;

(b) Release of source, by-product, or special nuclear material from a nuclear incident, as those terms are defined in The Atomic Energy Act of 1954, under United States Code, title 42, section 2014, if the release is subject to requirements with respect to financial protection established by the federal nuclear regulatory commission under United States Code, title 42, section 2210.

(c) Release of source, by-product or special nuclear material from any processing site designated pursuant to the Uranium Mill Tailing Radiation Control Act of 1978, under United States Code, title 42, section 7912(a) or 7942(a); or

(d) Any release resulting from the application of fertilizer or agricultural or silvicultural chemicals, or disposal of empty pesticide containers or residues from a pesticide as defined in section 18A.21, subdivision 25.

STATE OF MINNESOTA
POLLUTION CONTROL AGENCY

In the Matter of
Pig's Eye Dump/Fish Hatcheries Dump

REQUIREMENT TO PROVIDE
INFORMATION PURSUANT TO THE
MINNESOTA ENVIRONMENTAL
RESPONSE AND LIABILITY ACT

The Minnesota Pollution Control Agency (MPCA) staff has reason to believe that 3M is a responsible person under the Minnesota Environmental Response and Liability Act (MERLA) and may have information which is relevant to the release or threatened release of hazardous substances or pollutants or contaminants from the above-referenced site. You are required by Minnesota Statutes, Section 115B.17, subdivision 3 (1990) to provide information to the MPCA and its employees that is relevant to the release or threatened release:

Any person who the agency has reason to believe is responsible for a release or threatened release as provided in section 115B.03, or who is the owner of real property where the release or threatened release is located or where response action are proposed to be taken, when requested by the agency, or any member, employee or agent thereof who is authorized by the agency, shall furnish to the agency any information which that person may have or may reasonably obtain which is relevant to the release or threatened release.

The federal Comprehensive Environmental Response and Liability Act, Section 104 (e) (1) and (2) also authorizes the MPCA, pursuant to an existing U.S. EPA - MPCA Cooperative Enforcement Agreement, to require responsible persons to furnish such information.

The MPCA is also authorized by Minnesota Statutes, Section 115B.17, subdivision 4(a) (1990) to examine and copy any books, papers, records, memoranda or data of any person who has a duty to provide information under subd. 3.

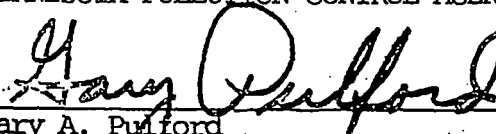
In addition, the MPCA is authorized to conduct investigations in conjunction with its duties to enforce the state's laws on water and air pollution. Minnesota Statutes, Section 115.03, subdivision 1(h) (1990), Minnesota Statutes, Section 116.07, Section 116.07, subdivision 9(c) (1990).

-2-

You are hereby directed to answer the attached questionnaire and to provide any relevant documents within thirty (30) days from the date of this Requirement To Provide Information. Failure to respond or to provide complete and accurate answers to the enclosed questions may result in legal action by the state of Minnesota to compel disclosure.

Date: JAN 08 1991

MINNESOTA POLLUTION CONTROL AGENCY



Gary A. Purford
Chief, Site Response Section
Ground Water and Solid Waste Division

Questionnaire for Pig's Eye Dump/Fish Hatcheries Dump
and
Request for Production of Documents

Part I: ABOUT THE BUSINESS

1. Identify the full legal name of the business.
2. Is the business incorporated?

NOTE: If the answer is YES, answer Questions 3-9 of Part I; If the answer is NO, proceed to Question 9, and answer Questions 9-14 of Part I.

Questions To Be Answered By Corporations:

3. Identify the state or states in which the business is incorporated.
4. When was the business incorporated in each of the above state(s)?
5. Identify the name and address of the corporation's agent for service of process who is registered with the Minnesota Secretary of State.
6. Is the business a public or closely held corporation?
7. Identify the names, current addresses and telephone numbers of all directors and officers of the corporation.
8. If the corporation is closely held, identify the names and current addresses and telephone numbers of all shareholders of the corporation.

Questions To Be Answered By Non-Incorporated Business Entities:

9. Is the business either a legal partnership or sole proprietorship? Please specify.
10. If the answer to Question 9 is LEGAL PARTNERSHIP, is the partnership a general or limited partnership?
11. If the business is not a legal partnership or sole proprietorship, please explain the legal organization of the business (for example, joint venture, syndication).
12. How many years has the business been in operation?
13. Identify the names and current addresses and telephone numbers of all current owner(s) of the business.
14. Identify (a) any changes in owners or partners, specifying past owners or partners and their current addresses and telephone numbers; (b) past and current name(s) of the business; and (c) any changes in the location of the business.

Questions To Be Answered By All Businesses:

15. What is the Standard Industrial classifications (SIC) Code number of the business?
16. Identify the products or services which are produced or offered by the business.
17. Describe the activities and processes used by the business production of its product (i.e., machinery electroplating).
18. Does the business subcontract to any other businesses?
19. If the answer to Question 18 is YES, identify the names and current addresses and telephone numbers of the people with whom the business subcontracts.

Part II: ABOUT THE ENVIRONMENTAL PRACTICES OF THE BUSINESS

1. Identify the department of the business which is responsible for compliance with environmental requirements.
2. Identify all employees who are responsible for implementing the environmental program of the company (include current employee telephone numbers, length of time of job, and current work status with company).
3. Identify all environmental permits issued by federal, state, county, city or other governmental authorities which the business holds and the effective dated for such permits.
4. Are there any environmental enforcement actions of any kind pending which involve the company?
5. Have there been any environmental enforcement action involving the business since January 1, 1980?
6. If the answer to either Question 4 or 5 is YES, identify the type of enforcement action, the governmental agency involved, and the status or resolution of the matter.
7. Identify all waste which is currently and/or has been generated by the business. Include a list of (a) the type of waste; (b) how the waste was produced; (c) quantity disposed; (d) container used for disposal (barrels, cartons, etc.); (e) where the waste was disposed; and (f) the time period of generation and disposal of waste.
8. Did 3M have a designated disposal area at the site? If yes, please provide a map showing the location of the designated area.
9. Were 3M employees stationed at the site? If yes, please identify all such persons employed including their current addresses and telephone numbers.

-3-

10. Did your company generate any of the following wastes:

adhesives	1,1,1,-trichloroethane
phenolic wastes	chromium compounds
resins	chlorinated fluorocarbons
pigments	cobalt compounds
neutralized hydrofluoric tars	xylene
boiler ash	methylene chloride
chloroform	acetone
ethylene glycol	1,1-dichloroethane
methyl ethyl ketone	1,2-dichloroethane
methanol	1,1,2-trichloroethane
toluene	benzene
alcohols	ethers
ketones	dyes
lacquers	varnishes
plastics	adhesives

11. With respect to each solid or hazardous wastes which was generated by BM and disposed of at the Pig's Eye/Fish Hatcheries Dump, to the best of your ability please state the following:
- The chemical composition of each waste disposed and the procedure utilized in making the determination;
 - The total amount (by volume and weight) of each type of waste disposed in each calendar month (if monthly totals are not available, provide the amounts disposed in each calendar year).
12. If no waste was ever disposed by the business at the Pig's Eye Dump/Fish Hatcheries Dump, identify the specific sites or facilities where the business disposed of its waste.
13. Is the business responsible for the waste generated by its subcontractors?
14. If the answer to Question 12 is YES, identify how the business disposes of its subcontractor's waste. Include an explanation of factors (a) through (f) in Question 7.
15. Identify the manner in which any waste generated by the business (or its subcontractors) was transported. Also list all waste haulers that the company currently uses and has used in the past and provide the dates of use.
16. If the business currently uses or has utilized waste collection service(s) for the collection of its waste, indicate the following: (a) the name of the waste collection service(s) utilized, and (b) the name of the disposal site(s) utilized by either the business or its waste collection service(s), if known.

17. Identify all persons whom the business consulted in the preparation of the response to the Questionnaire, including their current addresses and telephone numbers and relationship to the business.
18. Identify any other persons who may be able to provide a more detailed or complete response to the Questionnaire or who may be able to provide additional relevant documents.
19. Identify all documents reviewed in the preparation of this document (i.e., manifests, letters, reports, etc.) and either (a) propose all such documents for inspection and copying, or (b) provide copies of such documents.
20. Identify each liability insurance policy held by you or the business during only the period when waste generated by the business was disposed at Pig's Eye Dump/Fish Hatcheries Dump. Provide the name and address of each insurer and of the insured, amount of coverage under each policy, commencement and expiration data, existence of a "pollution exclusion" clause, and coverage of sudden or nonsudden types of accidents. (In lieu of providing this information, you may submit complete copies of all relevant insurance policies.)

Attachment 1
Instructions for Questionnaire

1. Enclose with your response to the Questionnaire a notarized affidavit from you or an authorized official representing your business attesting to the fact (a) that a diligent search for records relevant to this Questionnaire has been completed and (b) that a diligent interview process has been conducted with present and former employees who may have knowledge of waste generation or other waste management practices at Pig's Eye Dump/Fish Hatcheries Dump from 1956 to 1972. Any information that you provide in response to the Questionnaire that is based on your personal knowledge, or the personal knowledge of your employees, agents, or other representatives must be submitted in the form of a notarized affidavit.
2. Review the list of definitions in Attachment 2.
3. Make a separate written response to each question. Do not leave any blank questions.
4. Number each of your answers according to the corresponding numbered question. For each document produced in response to the Requirement to Provide Information, identify the number of the question to which it responds on the document or in some other reasonable manner.
5. In answering each question, identify all sources of information consulted in preparing the response.
6. You are required to respond to each question on the basis of any and all information and documents in your possession, custody, or control or the possession, custody or control of your current or former employees, agents, or contractors, or other person who conducted business on your behalf. Furnish information that is available to you regardless of whether it is based on personal knowledge, and regardless of the source.
7. Information necessary to adequately respond to a question may not be known or available on the date your response is submitted. If this is the case, you have a continuing duty to provide the information when it becomes known or available.
8. Respond in writing to each question even if information on which your answer is based has not been recorded in any particular document.
9. If any requested documents have been transferred voluntarily or involuntarily to others or have been otherwise disposed of, identify (a) each document; (b) the person to whom it was transferred; and (c) the date of the transfer or disposal.
10. You have a duty to provide the requested information even if the information may be considered confidential or a trade secret. If you provide any information that related to sales figures, processes or methods of production unique to your business, or information that would tend to affect adversely the competitive position of your business if generally known, you may certify this claim at the time you submit your response and the

information so certified will be help nonpublic as provided in Minnesota Statutes, Section 115B.17, subdivision 5 (1990). Any such certification must specifically identify the information that you believe qualifies for nonpublic treatment. If no such certification accompanies the information when it is received by the MPCA, it may be made available to the public by the MPCA without further notice to you.

(b) Any watercraft of any description, or other artificial contrivance used or capable of being used as a means of transportation on water; or

(c) Any site or area where a hazardous substance, or a pollutant or contaminant, has been deposited, stored, disposed of, or placed, or otherwise come to be located.

"Facility" does not include any consumer product in consumer use.

10. HAZARDOUS SUBSTANCE. "Hazardous substances," as defined in Minnesota Statutes, Section 115B.02, subdivision 8 (1990), means:

(a) Any commercial chemical designated pursuant to the federal Water Pollution Control Act, under United States Code, title 33, section 1321(b)(2)(A);

(b) Any hazardous air pollutant listed pursuant to the Clean Air Act, under United State Code, title 42, section 7412, and

(c) Any hazardous waste.

"Hazardous substance" does not include natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel, or mixtures of such synthetic gas a natural gas, not does it include petroleum, including crude oil or any fraction thereof which is not otherwise a hazardous waste.

11. HAZARDOUS WASTE. "Hazardous waste," as defined in Minnesota Statutes, Section 115B.02, subdivision 9 (1990) means:

(a) Any hazardous waste as defined in section 116.06, subdivision 13, and any substance identified as a hazardous waste pursuant to rules adopted by the agency under section 116.07; and

(b) Any hazardous waste as defined in the Resource Conservation and Recovery Act, under United States Code, title 42, section 6903, which is listed or has the characteristics identified under United States Code, title 42, section 6921, not including any hazardous waste, the regulation of which has been suspended by Act of Congress.

12. POLLUTANT OR CONTAMINANT. "Pollutant or contaminant," as defined in Minnesota Statutes, Section 115B.02, subdivision 13 (1990) means any element, substance, compound, mixture, or agent, other than a hazardous substance, which after release from a facility and upon exposure of, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformations, in the organisms or their offspring.

"Pollutant or contaminant" does not include natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel, or mixtures of such synthetic gas and natural gas.

13. SOLID WASTE. "Solid waste," as defined in Minnesota Rules, Part 7035.0300, subpart 100 (1990) means garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, in solid, semisolid, liquid, or contained gaseous form, resulting from industrial, commercial, mining and agricultural operations, and from community activities, but does not include hazardous waste; animal waste used as fertilizer; earthen fill, boulders, rock; sewage sludge; solid or

-5-

dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste, water effluents or discharges which are point sources subject to permits under section 402 of the Federal Waste Pollution Control Act, as amended, dissolved materials in irrigation return flows; or source, special nuclear, or by-product material as defined by The Atomic Energy Act of 1954, as amended.

14. RELEASE. "Release," as defined in Minnesota Statutes, Section 115B.02, subdivision 15 (1990) means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment which occurred at a point in time or which continues to occur.

"Release" does not include:

(a) Emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, watercraft, or pipeline pumping station engine;

(b) Release of source, by-product, or special nuclear material from a nuclear incident, as those terms are defined in The Atomic Energy Act of 1954, under United States Code, title 42, section 2014, if the release is subject to requirements with respect to financial protection established by the federal nuclear regulatory commission under United States Code, title 42, section 2210.

(c) Release of source, by-product or special nuclear material from any processing site designated pursuant to the Uranium Mill Tailing Radiation Control Act of 1978, under United States Code, title 42, section 7912(a) or 7942(a); or

(d) Any release resulting from the application of fertilizer or agricultural or silvicultural chemicals, or disposal of empty pesticide containers or residues from a pesticide as defined in section 18A.21, subdivision 25.



Minnesota Pollution Control Agency

520 Lafayette Road, Saint Paul, Minnesota 55155-3898

Telephone (612) 296-6300



MINNESOTA 1990

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

February 27, 1991

Mr. Gene Johnson
Environmental Engineering and Pollution Control
3M Building 21-2W-05
P.O. Box 33331
St. Paul, Minnesota 55133

Dear Mr. Johnson:

RE: Requirement To Provide Information
Pig's Eye Dump/Fish Hatcheries Dump

Ground Water & Solid Waste Division Site Response Section	

File Name	

Sub File Name	

Initial	

On January 8, 1991, I wrote to you concerning the past disposal of wastes by 3M at The Pig's Eye Dump/Fish Hatcheries Dump. My letter was received on January 9, 1991, by an employee of your office. To date, no response has been received from 3M nor have any time extensions been requested or granted. As indicated in the Requirement to Provide Information pursuant to the Minnesota Environmental Response and Liability Act (MERLA) transmitted to you with my letter, Minnesota Statutes, Section 115B.17, Section 3 (1988) provides that:

Any person who the agency has reason to believe is responsible for a release or threatened release as provided in section 115B.03, or who is the owner of real property where the release or threatened release is located or where response actions are proposed to be taken, when requested by the agency, or any member, employee or agent thereof who is authorized by the agency, shall furnish to the agency any information which that person may have or may reasonably obtain which is relevant to the release or threatened release.

Please comply with the statutory requirements of MERLA. A full and complete response to the Requirement to Provide Information discussed above is requested within 30 calendar days of your receipt of this letter. If you have any questions regarding this letter or the Requirement to Provide Information and Questionnaire, please contact Cynthia Gaertner at (612) 296-2946, or myself at (612) 296-7227.

Sincerely,

Cynthia Gaertner
for Cathy O'Connell

Project Manager
Superfund Unit
Site Response Section
Ground Water and Solid Waste Division

CO:kkn

**3M Environmental Engineering
and Pollution Control**

PO Box 33331
St. Paul, MN 55133-3331
612/778 4335

JUN 09 92

MPCA, Ground Water
& Solid Waste Div.

June 3, 1992

3M

Ms. Cathy O'Connell
Superfund Unit
Site Response Section
Ground Water and Solid Waste Division
Minnesota Pollution Control Agency
520 Lafayette Road
St. Paul, MN 55155-3898

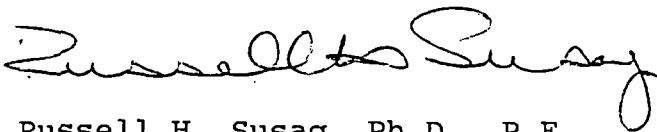
Re: Pig's Eye Dump/Fish Hatcheries Dump

Dear Ms. O'Connell:

During a file audit, we were unable to find a copy of an earlier response relative to the above-referenced site. We believe it would be appropriate to arrange a meeting to discuss the site so that 3M could gain a better understanding of the details of information MPCA needs in order to evaluate the site.

It is 3M's continuing objective to be responsive in these matters. Please call me at 788-4468 to arrange a time to meet.

Sincerely,



Russell H. Susag, Ph.D., P.E.
Director
Environmental Regulatory Affairs
(612) 778-4468

tlv

Ground Water & Solid Waste Division Site Response Section	
Site Name	
Category	
Subcategory	
Initials	

02135

From: MNPCA::MRGATE::"A1::FELLOWS_N" 13-OCT-1992 10:41:20.26
To: SMITH_C
CC:
Subj: 3M pig's eye

From: NAME: Nile Fellows
FUNC: GW Site Response Section
TEL: (612) 296-7782 <FELLOWS_N AT A1 AT MNPCA>
To: NAME: Cheryl Smith <SMITH_C@mrgate>

Russell Susag from 3M stopped by this morning October 13, 1992. He indicated that Joe Crea was a person to talk to concerning the Pig's Eye. He also said that 3M used a St. Paul Trucking firm to carry it's wastes. This firm is now Space Center.

5755 W. Higgins Road
Suite 860
Chicago, IL 60631

November 19, 1992

P.O. Box 8154
Park Ridge, IL 60068-8154



Minnesota Pollution Control Agency
520 LaFayette Road
St Paul MN. 55155
Attn: Chris Malek

RE: Minnesota Mining & Manufacturing
Site: Pig's Eye Dump Minnesota
File: 717L 773515-6

FREEDOM OF INFORMATION ACT REQUEST

Dear Ms. Malek:

Pursuant to the Freedom of Information Act ("FOIA"), 5 U.S.C. 552, we request copies of all documents concerning Minnesota Mining and Manufacturing involvement at the Pig's Eye Dump Site. Specifically, we request copies of the following:

1. Any and all information request letters relating to this site sent to Minnesota Mining & Manufacturing pursuant to Section 104 of the Comprehensive Response, Compensation & Liability Act, 42 U.S.C. 9604 and /or Section 3007 of the Resource, Conservation & Recovery Act 42 U.S.C. 6927. *ND*
2. Any and all documents submitted by Minnesota Mining & Manufacturing in response to the information request letters identified in Item One above. *ND*
3. All correspondence from the Minnesota Pollution Control Agency to Minnesota Mining & Manufacturing including, without limitation, notice letters informing the PRPs of the potential liability for clean-up and/or informing the PRPs of the opportunity to conduct or participate in the development of the Remedial Investigation/Feasibility Study ("RI/FS"). *ND*
4. All documentation relating to the type and volume of hazardous substances and/or hazardous wastes involved which are related to Minnesota Mining & Manufacturing. This should include copies of all pick-up tickets, manifest forms, invoices, etc. which show the alleged dates of disposal by Minnesota Mining & Manufacturing. *ND*

5. All documents relating to any Administrative Orders issued or Consent Decrees agreed upon. *none*
6. All documents reflecting, relating, or referring to negotiations and/or agreements with Minnesota Mining & Manufacturing. *none*
7. All documents reflecting, relating, or referring to the estimated or actual cost of any removal and/or remedial action taken or planned. *none*
8. Any and all RI/FS pertaining to the site. *none*
9. Any and all RODs pertaining to the site. *none*
10. Any and all news releases pertaining to the site. *none*
11. Any and all site inspection reports pertaining to the site. *yes*

As provided under the FOIA, I anticipate receiving a reply within ten (10) working days. In the event that determination is made that some or all of the documents requested are exempt from disclosure under the FOIA, please identify those documents withheld and the basis for the exemption in each instance.

In order to expedite this request, please bill or notify me as soon as possible regarding the cost of duplicating these documents. I realize that in many instances your files are quite voluminous, and therefore, would be willing to visit your office and separate the material to be copied. Should you need additional information in order to process this request, please do not hesitate to contact the undersigned at 312-380-8385.

2

Best Regards,

John A. Rodgers
John A. Rodgers

Major Claims Regional Specialist

cc: Delvin Ditter
Mary Rider-Lenart

**3M Environmental Engineering
and Pollution Control**

PO Box 33331
St. Paul, MN 55133-3331
612/778 4335

Ground Water & Solid Waste Division Site Response Section	
Site Name	
Category	
Subcategory	
Initials	3M

02141

March 19, 1993

SENT CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Mr. Nile Fellows
Site Response Section
Minnesota Pollution Control Agency
520 Lafayette Road
St. Paul, MN 55155

MAR 22 93

MPCA, Ground Water
& Solid Waste Div.

Dear Mr. Fellows:

Re: Pig's Eye/Fish Hatchery Landfills

This letter is to confirm our telephone conversation of March 17, 1993, regarding the above referenced sites. On October 12, 1992, I met with you at the MPCA offices and indicated that we had located some contracts between 3M and the City of Saint Paul regarding the Pig's Eye Landfill and that we would be sending copies of these documents to you. You indicated that the MPCA would be sending out a letter request on Pig's Eye and that we could respond at that time. Not having received a letter yet, I called to state that we would be transmitting these documents. You indicated that there probably would be little or no activity regarding these sites until late summer or fall.

Enclosed are copies of annual agreements from 1961 through 1967 between 3M and the City of Saint Paul for disposal of "dry scrap" from 3M's facilities at St. Paul (3M St. Paul Main Plant), Maplewood (3M Center) and Chemolite (3M Chemolite Center, Cottage Grove). Included with the contracts are miscellaneous correspondence regarding these contracts. Also enclosed is a "Monthly Operating Summary of the Chemolite Plant Wet Scrap Incinerator" which indicates that burned out drums and inert ash from the incinerator was disposed of at the Pig's Eye Landfill from July to December 1971.

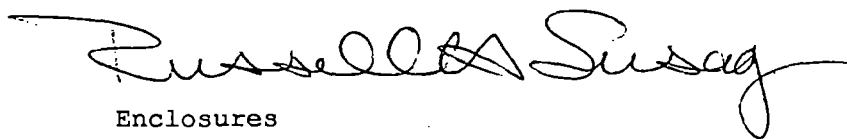
The term "dry scrap" is a phrase used to describe wastes of a dry nature such as office waste paper and wood, cardboard, paper, glass and metal packaging materials from manufacturing operations. The term "wet scrap" is a phrase used to describe waste solvents and solvent contaminated materials. Dry scrap would not be classified as hazardous waste; wet scrap probably would be classified as hazardous waste.

Mr. Nile Fellows
Page No. 2
March 19, 1993

Any 3M wastes sent to the Pig's Eye/Fish Hatchery Landfills would have been non-hazardous dry scrap. From the mid-40s to 1971, 3M wet scrap was sent to other disposal sites (e.g., Abresh landfill in Oakdale) and the 3M Chemolite Incinerator went into operation in 1971, taking all of 3M's wet scrap from then on.

It is 3M's objective to be responsive in these matters. We will cooperate fully with the MPCA with regard to these sites. Please contact me at 778-4468 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Russell A. Susag". The signature is written in dark ink and is positioned above the word "Enclosures".

Enclosures

cc: Mr. Brian H. Davis, Esq.

To: Nile Fellows
From: Cheryl Smith
Re: Pig's Eye Dump Summary
Date: September 15, 1993

Attached are copies of the summaries I have prepared for EPA on the Pig's Eye Dump site. I have provided a list of site specific files that have been created. I have placed these specific files into two boxes. Please let me know whether you want me to do additional tasks.

CC Cliff Anderson

REQUEST FOR INFORMATION RECIPIENTS

The following parties have been send Requests for Information. Parties will an asterisk after its name did not respond to the request.

ACE SOLID WASTE MANAGEMENT
ACTION DISPOSAL
BELLAIRE SANITATION *
CAPITOL CITY DISPOSAL *
CASANOVA BROTHERS *
ED'S TRUCKING
FORD MOTOR COMPANY
HAUL-A-WAY SYSTEMS
HIGHLAND PARK SANITATION
JOHNNY'S RUBBISH HAULING *
KOWSKI DISPOSAL
KRUPENNY & SONS DISPOSAL
METROPOLITAN WASTE CONTROL COMMISSION
MICKEY'S CITY WIDE RUBBISH
MUDEK DISPOSAL
PLANT BROTHERS
RAILROADS, INCLUDING BURLINGTON NORTHERN, MILWAUKEE, SOO LINE, AND
CORPORATE SUCCESSORS
RED ARROW
REMACKEL *
ST. PAUL, CITY OF
ST. PAUL PORT AUTHORITY
THOMAS, CAREY *
3M
TWIN CITY REFUSE AND RECYCLING
TWIN CITY SANITATION
WALTER'S RUBBISH
WASTE CONTROL *
WHIRLPOOL
WYNNE'S RUBBISH

Separate files have been set up for parties who to date have not been contacted but should be contacted based on the information contained in the files.

PIG'S EYE FILES*

DOCUMENT REQUESTS

FISH HATCHERY - Dump located next to Pig's Eye Dump

GENERAL

HAULER LISTS - Lists of licensed haulers.

HAULER AGREEMENTS - Agreements haulers had with the City of St. Paul to haul nonresident waste to the site.

HISTORICAL RESEARCH - Research done at Minnesota Historical Society.

MAPS

MEETING MINUTES

POSSIBLE GENERATORS

RECORD COLLECTION

RETURNED REQUESTS FOR INFORMATION

ST. PAUL, CITY OF, GENERAL

ST. PAUL, CITY OF, RESEARCH

ST. PAUL, CITY OF, PERSONNEL SURVEY

ST. PAUL, CITY OF, RECORDS - Records copied from City of St. Paul Solid Wastes files.

SOLID WASTE FILE ON PIG'S EYE - MPCA GWSW file on site. Includes maps and inspection reports.

TABLES/FIGURES - Reports on amounts of waste disposed at site. Also includes break down between residential and commercial wastes.

TITLE SEARCH

WITNESSES

* Does not include files on specific parties, see attached lists.

COMPANIES WITH FILES WITHOUT RFIs

CONTROL DATA CORPORATION

HB FULLER

HOLM & OLSON

INDUSTRIAL STEEL CONTAINER

MACGILLIS & GIBB

NORTH STAR STEEL

NSP

PILLSBURY

SPERRY/UNIVAC

VIKING TOOL

PIG'S EYE DUMP-REVIEW

- * Ordinance for operation of Dump adopted on July 11, 1956. Evidence indicates that Dump may not have been in operation until approximately July, 1957. City of St. Paul memo states that site was flooded in June, 1957 and unable to operate. Memo in September, 1957 states that Pigs Eye site has been operating for several weeks.
- * Operated until July 1, 1972. MPCA would not issue a permit because site was in a flood plain.
- * Site consists of approximately 320 acres.
- * Site served more than 85% of St. Paul and southern suburbs. Wastes from the following communities and from residents in the following communities have been identified: St. Paul, Arden Hills, Falcon Heights, Lauderdale, Little Canada, Maplewood, New Brighton, Roseville, St. Anthony, White Bear Lake, White Bear Township, West St. Paul, South St. Paul, Minneapolis, Anoka, Newport, St. Paul Park, Mendota Heights, North St. Paul, Sunfish Lake
- * Residential, industrial, and commercial wastes were brought to site.
- * Site is currently owned by St. Paul Port Authority, Metropolitan Waste Control Commission (MWCC), and CME Real Estate.
- * In December 1977, MWCC was permitted to dispose of sewage sludge ash on 31 acres of site. Permit was renewed in 1979 and 1985. Approximately 435,000 cubic yards of ash disposed at site.
- * MWCC possibly dumped sewage sludge on the site during the early 70's.
- * There were numerous fires at the dump during its years of operation. The site burned intermittently in Summer 1988 for two months.
- * Site was divided into three areas: North contained demolition wastes; Central was fenced in and contained 3M wastes; South contained household wastes and Ford Motor Company wastes.
- * There is currently a wood chipping facility on the site which is operated by the City of St. Paul.
- * In 1961, the St. Paul City Council closed dump to nonresidents unless arrangements were made with either the Council or a private hauler. Haulers were asked to identify nonresidents stops.
- * In 1964, burning is stopped at the site.

- * In 1966, City of St. Paul is notified by the Minnesota Health Department on problems with the dump.
- * In 1967, City begins to charge fee for dump usage. MPCA notifies the City about problems with the site.
- * In 1957, 1965, 1969, and 1993, the site was under water as a result of flooding.
- * In 1971, 1,375 tons of waste dumped at the site per day. 25-30% demolition wastes and trees; 25% earth, concrete, and other noncombustibles; 10% cellulosic wastes like 3M; 2% City garbage; and 30% street waste, ashes, tin cans, and furniture.
- * In 1957, 1200 truckloads daily of industrial and commercial wastes.
- * Site was for haulers and city predominately. Individuals went to Fish Hatchery dump which was located nearby.
- * MPCA has lists of haulers who were licensed during the site years of operation.
- * MPCA has list of former dump employees and has identified persons still available.
- * MPCA has summaries which detail amounts of waste from charitable groups, parks, public works, garbage, and commercial haulers.
- * The City of St. Paul Police Department buried chemicals, explosives, and ammunition at the Site.
- * The following are the annual totals for yards paid for refuse at the Site. These amounts excluded charitable organizations, parks, public works, and garbage.

1967	832,899
1968	1,140,032
1969	1,300,407
1970	1,557,949
1971	1,662,388
1972	492,932

MPCA PRP ACTIVITIES TO DATE

- * Issued 29 Requests for Information
- * Reviewed MPCA records, including all of GWSW records
- * Conducted site visits
- * Reviewed City of St. Paul records and copied pertinent information
- * Reviewed materials available at Minnesota Historical Society
- * Conducted witness interviews
- * Contact U of M Wilson Library for photographs
- * Review aerial photographs available through MN/DOT
- * Gather and review manufacturers lists for PRPs

RECORD COLLECTION

RESEARCH TO COMPLETE

MPCA RECORDS

Review MPCA AS files which have been sent to the State Records Center. According to reference at Minnesota Historical Society, MPCA kept files, photographs, and other documents from 1963 to 1976 on the Pigs Eye area. Contact Pat Kiesling 612/296-7797.

Review MPCA SW records which have been sent to State Records Center. Contact Chris Johnson 612/296-7332.

Review MPCA GWSW Industry files for specific parties, including but not limited to 3M, Ford Motor Company, Whirlpool, North Star Steel, and American Can. Note there are several files on the 3M Chemolite plant. Possibly tons of waste from this facility were disposed at Pigs Eye. Contact Chris Malec 612/297-5177.

Talk to Dave Douglas, (612/296-7818) MPCA project manager on 3M Chemolite site for information.

Review MPCA GWSW Miscellaneous files, including file on Pigs Eye Sewage Treatment Plant. Contact Chris Malec 612/297-5177.

Check into possible information in MPCA Tanks and Spills Division. Contact Rebecca Lofgren 612/297-8575.

There is a lot of PRP information contained in MPCA GWSW St. Paul, City of files (C) and (D). Contact Chris Malec 612/297-5177. Orange tabs highlight certain documents.

HISTORICAL SOCIETY

Review MPCA files on proposed coal terminal in Pigs Eye area. In State Archives, five boxes.

Look for other MPCA records.

Look in both card catalog and photographs catalog under the following headings: St. Paul, Battle Creek, Mississippi River, and names of possible generators.

Look at Sanborn maps, newspapers, old phone books and directories.

METROPOLITAN COUNCIL

Review photographs of the area.

Get copy of Metropolitan InterCounty Council Developing the Marketing Potential of Hazardous

Waste Reclamation in the Twin Cities Metropolitan Area, June, 1975.

STATE RECORDS CENTER

Review the following files: 3M Chemolite files, 1972 and 1972-1982, Lot 88-262, Box 1; Industrial project files, 1950-1981, including Chemolite information, Lot 84-90, Box 11. Also review files referenced in research discussed above.

ARMY CORPS OF ENGINEERS

Review aerial photographs. Review information on area dredging. Research other information available. Contact Librarian.

WILSON LIBRARY

Review historical photographs of the area. Contact Brett Wilson 612/624-4549.

MINNESOTA DEPARTMENT OF NATURAL RESOURCES

Review photographs of area. Research other information available. Note: DNR has property next to Site.

CITY OF ST. PAUL

May wish to review several boxes of documents pertaining to the site. MPCA staff have already reviewed these documents and copied pertinent information. To date no operating records detailing who use site have been located. May wish to review maps which have been placed on microfilmed. Contact Rick Person at City of St. Paul Solid Waste Office 612/292-6122. Contact Police Department, information states that Police buried ammunition, explosives, and chemicals at site. Also, contact Fire Department for information since there were fires at the site on a regular basis.

RAMSEY COUNTY

Although the site was operated by the City of St. Paul, it was located in Ramsey County and it may have information.

DISTRICT COURT

Staff is aware of a least one lawsuit involving the site. Records should be check to determine if additional information is available.

MINNESOTA HISTORICAL SOCIETY RESEARCH

Russell Sussag besides being a U of M professor who studied the pigs eye area and 3M employee, was also the chair of the Sewer Board.

There was a proposed coal terminal at Pigs Eye. MPCA WQ put in state archives five boxes of documents containing photos, environmental impact statements, statements, and findings. Files from 1963-1976. Parts of files were retained by MPCA in the person of Dale E. McMichael.

WW treatment plant at pigs eye was constructed in 1937. Secondary treatment was constructed in 1966.

Port Authority was started in 1929.

Picture of area in 1969 flooded-QC2.2d p47

Picture of area in 1969 not flooded-MR2.9 SPIn p22

Aerial picture 1936 MR2.9 SPIj p40-41

Picture of area before dump 1956 MR2.9 SPIm p27

File of photos on WW treatment plant construction 1937 HD6.5 r 34-47

Pictures of WW treatment plant buildings MR2.9 SP 8 p176,p297

Booklet on waste water treatment and how it is affected by federal laws. Discusses pigs eye plant and ash disposal. TD525.M6 M538 1969

Metro Council report on waste disposal. Hired consultant. Where are findings? TD 791 T9 M4 1968

Draft EIS for Coal terminal. HF633.M62 S347 Done by St. Paul Port Authority. Discusses water in Pigs Eye Lake and Battle Creek.

Background report on area back to 1700's. F613.S68 B333 1980

HAULERS

MPCA has copies of licensed hauler lists from 1959 to 1973.

MPCA GWSW General Files, St. Paul, City of (B): includes a survey of haulers from 1970. Haulers are asked to identify number of residential and business customers. One could use this list to identify haulers with business customers.

Limited number of haulers have been contacted previously with a Request for Information.

NOTES FROM GWSW ST. PAUL & RAMSEY COUNTY FILE RESEARCH

Area across from Capitol Supply on Lafayette Road (up hill from MPCA) has been used by the City of St. Paul to disposed of street sweepings. An analysis from the street sweepings indicate metals. The sweepings were disposed at site when it was opened.

Space Center had 17 trucks and two customers; 16 for 3M waste and one for American Can.

Fish Hatchery Dump closed on March 13, 1971.

Pigs Eye dump in 1971 received 5000 cubic yards daily. Amount was expected to go up because of the ban on backyard burning.

70 acres were filled in on Pigs Eye between 1960-1964.

ITEMS TO CHECK INTO FURTHER

Metropolitan Council required that landfills in seven county metro area be opened to all within that seven county area. Did St. Paul allow nonresidents to dump again in Pigs Eye?

Waste Water Treatment Plant dumped solid waste, bar screenings, and grit on the site in 1973.

Industrial Steel Co. reconditioned barrels it received from 3M. Barrels containing solvents were accumulated and sent back to the 3M Chemolite plant for incineration. Waste Control picked up the ash. Where did ash go then?

There is evidence of industrial waste going down the sewers at the time the ash and/or sludge was placed on the site.

POSSIBLE GENERATORS

FORD MOTOR

In 1973 haul the following to a landfill: 58,000 gallons a year of paint sludge and 1,330 55 gallon drums a year of grease oils, and solvents. Hauler was WCI. Where did waste go from 1956 to 1972?

HB FULLER

Each month it generates ten drums of dirty solvent. Letter in 1971 asks where to dispose of it. MPCA recommended Pollution Control if recover and recycle was not possible. Where was it disposed of before that.

CONTROL DATA

In 1972 hauler was Gallagher's Service. Hauled 55 gallons drums of toxic waste. Where did material go before WDE?

SPERRY

In 1974 Sperry requested information from MPCA on how to dispose of hazardous wastes. Its wastes includes acids, oils, fluxes, alcohol, and solvents. Where did wastes go between 1956-1972?

3M

Lots of waste from Hastings, St. Paul, and Chemolite plants.

INDUSTRIAL STEEL CONTAINER

Took barrels in from 3M. Where did waste in barrels go before 1972? Also shot peen dust from company contains heavy metals. Waste to site?

PILLSBURY

Company had a terminal close to site, on Red Rock Road. Evidently there were questionable loading and storing practices in the past of fertilizers and salts. Also stockpiled coal at site.

METROPOLITAN WASTE CONTROL COMMISSION

Evidence of sewage and or sludge on site. Also disposed of ash on site.

NORTH STAR STEEL

Deposited metal slag material containing iron, magnesium, and calcium oxides into water along Red Rock Road. Also disposing of shredded car bodies. What else were they dumping in area?

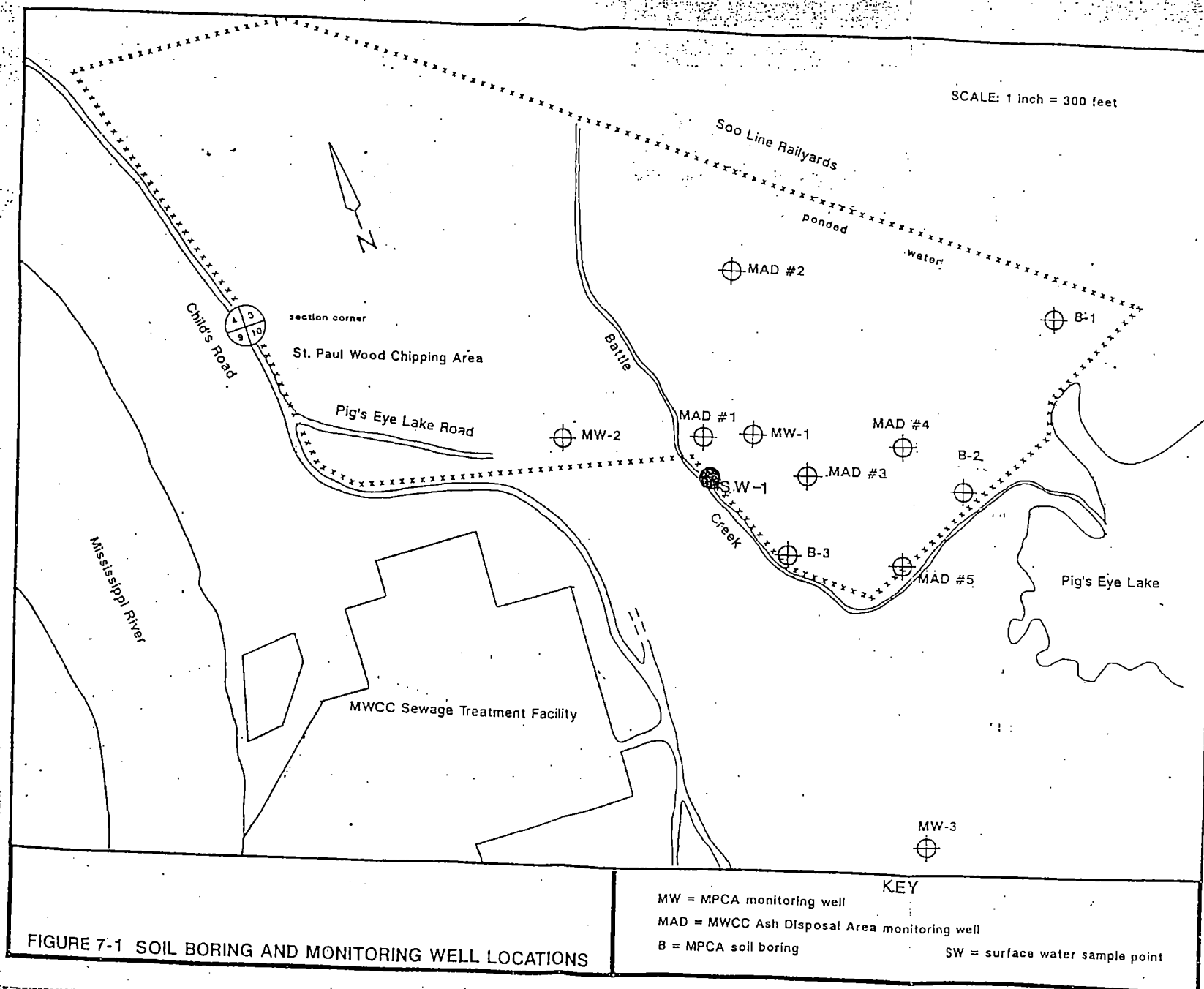
CITY OF ST. PAUL

Brought street sweepings to the site. Analysis from 1985 indicates heavy metals.

AMERICAN MEDICAL SYSTEMS
NORTHWEST CONTAINER
HONEYWELL
CHAMPION
TAPE MARK
BROWN AND BIGELOW
MGK
ECOLAB
DONALDSON COMPANY

POSSIBLE GENERATORS

WEST PUBLISHING
WEBB PUBLISHING
HONEYWELL
INTERNATIONAL PAPER
LAND O LAKES
MID AMERICA
COCO COLA
TRANSILWRAP
UNISYS
VILLAME INDUSTRIES
UNION CARBIDE
JACKS MANUFACTURING
ELM CORPORATION
MAC GILLS GIBBS
WOLKERSTORFER
POLAR PLASTICS
NEW PORT WOOD PRODUCTS
CONWED PLASTICS
MINNESOTA FLEXIBLE CORPORATION
GLOBE PUBLISHING
INTER CITY PRINTING
SOUTH PARK CORPORATION
E K QUEHL PRINTING
MID WEST PLASTICS
SINCLAIR & VALENTINE
TAPEMARK
ATR ELECTRONICS
ECOWATER SYSTEMS
VANCE PUBLISHING
NORRIS CREAMERS



* City of St. Paul memo on 3M waste previously hauled to Harry McNeely farm, located off Highway 94, will now be hauled to Pigs Eye. Memo from spring 1961.

* Interview with Kent Schonberger, retired City of St. Paul Public Works engineer on October 29, 1992. When asked about location of Harry McNeely farm, he said that Harry McNeely was the former President of Space Center and that Space Center owned warehouses off Lafayette and 94. He thought there was dumping done by warehouses.

* Russell Susag, from 3M, told MPCA that 3M used a St. Paul Trucking firm to carry its waste. The trucking firm is now Space Center.

* Barrels were found during construction of Union Gospel Mission building, approximately 1980. Contaminated soil had high levels of xylene. Barrels were reburied on the site and a liner was placed under the construction. Contractor from the project thought barrels had labels or other markings which identified them as 3M property for he remembers them as being from 3M.

Inquiring Minds Want to Know:

1) Metropolitan Waste Control Commission

Provide the following information:

- All chemical characterizations of sludge incinerator ash.
- All ash leachate test results.
- All ground water monitoring data (we may have this already)
- Chemical characterizations of ash pond supernatant.
- List any other waste disposed of in addition to ash.

2) City of St. Paul

- Did they dispose of any of the following wastes:

Paints/Lacquers/Varnishes, Solvents, Insecticides

Petroleum Hydrocarbons (e.g. sludges from gasoline of fuel tanks)

- Have the trees being chipped on the property been treated with any insecticide
- or are the chips treated with insecticide?

- What was the nature of explosives/ammunition disposed of at area leased from CMC?

3) 3M

- What 3M plant used Pigs Eye for waste disposal?

- Did 3M have designated disposal "cells"? When? What did these plants manufacture? What were their wastes?

- General entanglement of possible 3M waste:

Pigments/Dyes, Paints/Lacquers/Varnishes, Solvents, Plastics/Resins/Adhesives

- Chemelite Plant manufactured, and possibly disposed of:

Alcohols, ethers, ketones, toluene, xylenes, other solvents

- Specific wastes + contaminants found @ Chemelite Plant:

neutralized hydrofluoric tars, boiler ash, phenolic wastes, resins, adhesives, pigments

refrigerants:

Ammonia

NH₃CCl₂F₂

4) Whirlpool Corp

- General categories of possible Whirlpool waste:

Paint/Lacquer/Varnish sludges; Porcelain sludges; Solvents

Porcelain glazes; Electrical components

- What was the composition of Paint + porcelain sludges disposed of as noted in 10/15/71 memo from Joe Crea.

5)

Milwaukee RR

- What was disposed of from "clean-out" cars? (See 3/26/69 memo)
- Did they dispose of treated lumber (ie. RR ties)
- PHC spills/leaks?
- Dispose of any tank car still bottom?

6) Ford

- "Cell" location?

- General categories of possible Ford waste

Solvent/degreasers; Paints/Lacquers/Varnishes; Pigments/dyes

Plastics/Resins/Adhesives; Oils; Electrical components

2)

Waste Center, McKnight, Casanova Bros., Post Richards

- These haulers were identified in 10/15/71 memo from Joe Crea as having possibly hauled + delivered drums of oil and paint thinner to Pigs Eye.
- Who were these customers?

Possible Source Categories for Contaminants @ Pigs Eye

Pigments / Dyes: Metals; 1,4-Dichlorobenzene

Paints / Lacquers / Varnishes: Metals; Benzene; Methylene Chloride; Acetone; Chlorobenzene

Solvents: Benzene; Methylene Chloride; 1,2-Dichlorobenzene; Xylenes; Toluene; Acetone

Plastics / Resins / Adhesives: Methylene Chloride; Xylenes; BEHP; Di-n-Butylphthalate; Butylbenzylphthalate; Toluene; Diethylphthalate;

PHC: Benzene; Toluene; Xylenes

Insecticides: Diethylphthalate; 1,4-Dichlorobenzene; 1,2-Dichlorobenzene; Dieldrin; 4,4'-D. Endrin Ketone; Benzene

PAH: Naphthalene; 2-Methylnaphthalene; Phenanthrene; Fluoranthene; Pyrene; Chrysene; Benzo(a) Anthracene; Benzo(a) Pyrene

PCB: - Aroclor 1016

APR 11 91

Questionnaire for Pig's Eye Dump/Fish Hatcheries Dump
and
Request for Production of Documents

Ground Water
Div.

1. Identify the full legal name, address and phone number of the business.
2. How many years has the business been in operation?
3. Identify the names and current addresses and telephone numbers of all current and past owner(s) of the business.
4. Identify all permits issued by federal, state, county, city or other governmental authorities which the business holds and the effective dates for such permits.
5. Did you haul garbage from businesses or industries to Pig's Eye Dump/Fish Hatcheries Dump from 1956 to 1972?
6. Did you haul hazardous waste to Pig's Eye Dump/Fish Hatcheries Dump? Include a list of (a) the name and address of all companies and/or individuals the business transported hazardous waste for (b) the type of hazardous waste if known; (c) how the waste was transported; (d) quantity disposed per load; (e) the time period of transportation and disposal of the hazardous waste.
7. How was the garbage and/or hazardous waste picked up from businesses and industries stored (for example, in drums, barrels, dumpsters) for pick up?
8. Did the business ever pick up open or sealed, 55 gallon drums with unidentified contents? If so, please identify the companies and/or individuals names and addresses the drums were picked up from.
9. Provide a list of all business and industrial customers whose garbage and/or hazardous waste you hauled to Pig's Eye Dump/Fish Hatcheries Dump?
10. Identify all persons whom the business consulted in the preparation of the response to the Questionnaire, including their current addresses and telephone numbers and relationship to the business.
11. Identify any other persons who may be able to provide a more detailed or complete response to the Questionnaire or who may be able to provide additional relevant documents.



JAMES SCHEIBEL
MAYOR

CITY OF SAINT PAUL
DEPARTMENT OF PUBLIC WORKS

THOMAS J. EGGUM, DIRECTOR
600 City Hall Annex, Saint Paul, Minnesota 55102
612-298-4241

NOTARIZED AFFIDAVIT

The City of Saint Paul has conducted both a diligent search for records and a diligent interview process to obtain information regarding the Pig's Eye Dump/Fish Hatcheries Dump.

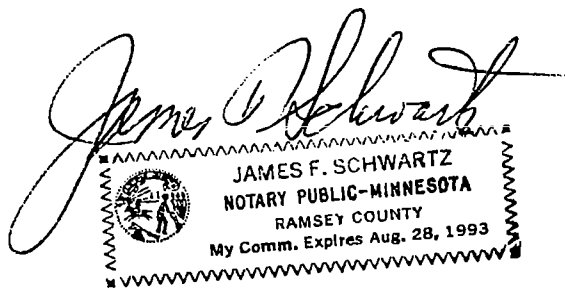
The records search involved the identification and examination of past documents and files pertaining to the site, while the interview process involved contacts with employees responsible for the operation and maintenance of the site.

In the future, should the City discover any further information relevant to the site, it will forward all pertinent information to the Minnesota Pollution Control Agency (MPCA).

SIGNED:

Richard A. Person

Richard A. Person
Department of Public Works
City of Saint Paul
600 City Hall Annex
Saint Paul, Minnesota 55102-1660



R E S P O N S E
of the
CITY OF SAINT PAUL
to the
REQUEST TO PROVIDE INFORMATION

1. Identify the full legal name, address and phone number of the business or governmental entity, hereinafter referred to as "business".

Department of Public Works
City of Saint Paul
600 City Hall Annex
25 West Fourth Street
Saint Paul, MN 55102-1660

2. How many years has the business been in operation?

The Pig's Eye Dump/Fish Hatcheries Dump was in operation from 1956 until 1972. (Source: Department of Public Works Archives)

3. Identify the names and current addresses and telephone numbers of all current and past owner(s) of the business.

City of Saint Paul
Department of Public Works
600 City Hall Annex
25 West Fourth Street
Saint Paul, MN 55102-1660
(612) 298-5151

Metropolitan Waste Control Commission
Mears Park Centre
230 East Fifth Street
Saint Paul, MN 55101
(612) 222-8423

Chicago, Milwaukee, St. Paul
and Pacific Railroad Company
5116 West Jackson Boulevard
Chicago, IL 60606
(312) 648-3000

St. Paul Port Authority
1900 Landmark Towers
345 St. Peter Street
Saint Paul, MN 55102
(612) 224-5686

4. Provide a map indicating that portion of the site(s) owned or operated by the business. Include leases.

See attached Map I and II for site boundaries and Appendix I for copies of lease agreements.

5. Identify all MPCA, Minnesota Department of Health and other environmental permits issued by Federal, State, county, city or other governmental authorities that the business holds and the effective dates for such permits.

The Pig's Eye Dump/Fish Hatcheries Dump was not operated as a permitted facility since it preceded the creation of the MPCA.

The Metropolitan Waste Control Commission was issued permit number SW-189 in December, 1977, to dispose of sewer sludge ash on the site. This permit was renewed in 1979 and 1985.

(Source: Department of Public Works Archives)

6. Identify and list all businesses and industrial customers whose garbage and/or hazardous wastes or pollutants or contaminants were placed at the site(s). Include waste characterization, volume, dates, and current business contacts (if known).

Minnesota Mining and Manufacturing Company (3M)

Ford Motor Company

Waste Control, Incorporated

(Source: MPCA SSI)

7. Identify and list all transporters of garbage and/or hazardous wastes or pollutants or contaminants that were placed at the site(s). Include waste characterization, volume, dates, and current business contacts (if known).

See Appendix II for 1970 list of transporters.

(Source: Department of Public Works Archives)

8. Provide a map indicating the portions of the site(s) dedicated to specific uses or specific businesses.

Map III indicates the location of the sewer sludge ash deposited by the MWCC. It is believed that the northern part of the dump was set aside for construction debris, while the southern section received primarily household waste. In the center of the site, was an area dedicated to the waste generated by 3M. (Source: MPCA SSI)

9. How is the garbage and/or hazardous wastes or pollutants or contaminants picked up from businesses or industrial customers stored (e.g., in drums, barrels, dumpsters) for pick up? For transport?

Given the number of haulers, the variety of residential, commercial and industrial waste disposed of at the site and the length of time the site was in operation, it is likely that all methods of storage and transport of garbage and/or hazardous waste were utilized at the Pig's Eye Dump.

(Source: Department of Public Works Personnel)

10. How was the garbage and/or hazardous wastes or pollutants or contaminants disposed of (e.g., drums buried or emptied and returned) at the site(s)?

For the reasons explained in Question #10, it is most likely that a variety of disposal methods were utilized at the site.

(Source: Department of Public Works Personnel)

11. Identify all persons whom the business consulted in the preparation of the response to the Questionnaire, including their current addresses and telephone numbers and relationship to the business.

Richard A. Person
292-6122
City of Saint Paul
Department of Public Works
600 City Hall Annex
25 West Fourth Street
St. Paul, MN 55102-1660

Bill Anderson
292-6122
City of Saint Paul
Department of Public Work
600 City Hall Annex
25 West Fourth Street
St. Paul, MN 55102-1660

Jerome Segal
298-5121
Office of the City Attorney
Room 647 City Hall
15 West Kellogg Boulevard
St. Paul, MN 55102-1660

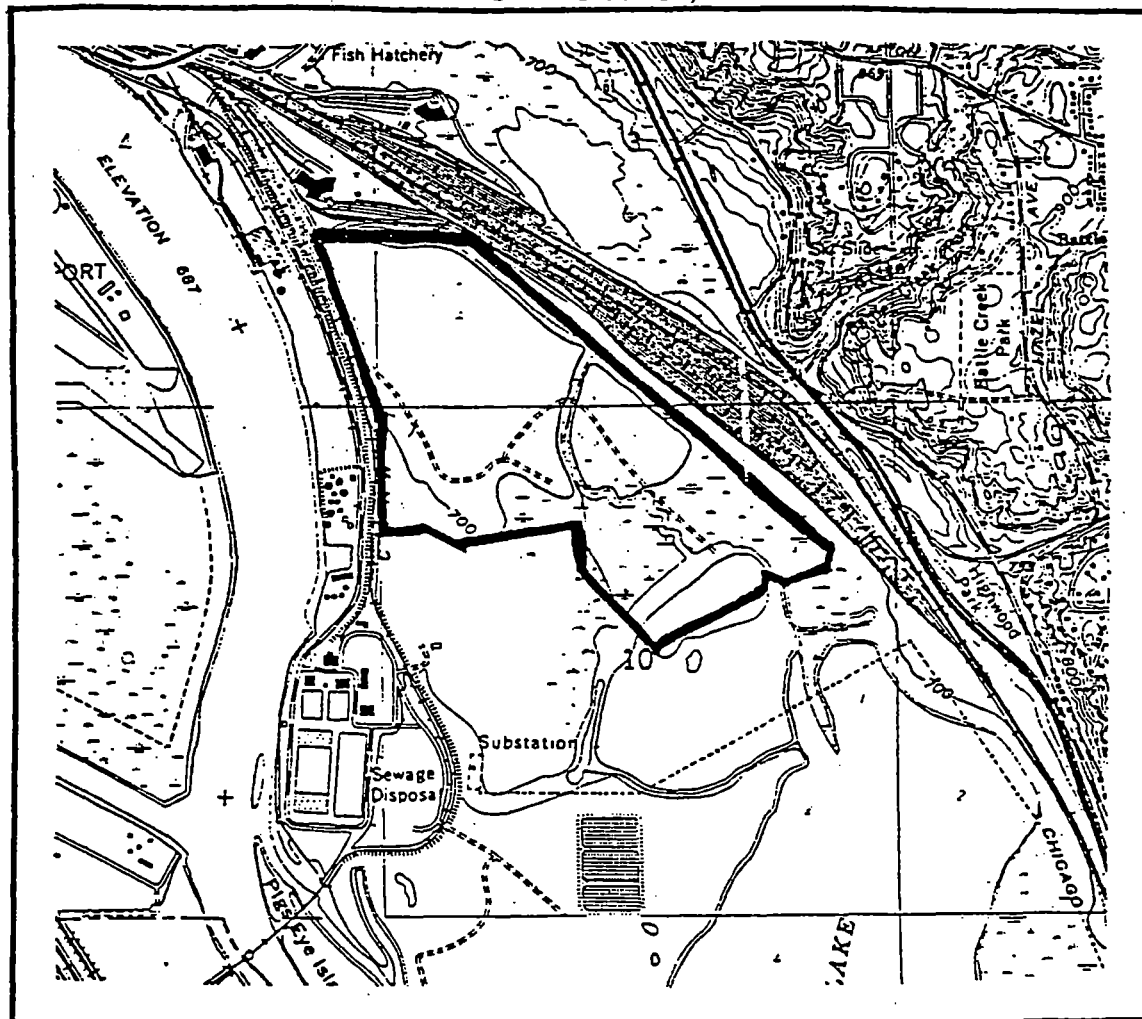
Richard Person and Jerry Segal are employees of the City of Saint Paul. Bill Anderson has been retained by the Department of Public Works as a Research Assistant for the Pig's Eye Dump/Fish Hatcheries Dump clean-up project.

12. Identify any other persons who may be able to provide a more detailed or complete response to the Questionnaire or who may be able to provide additional relevant documents.

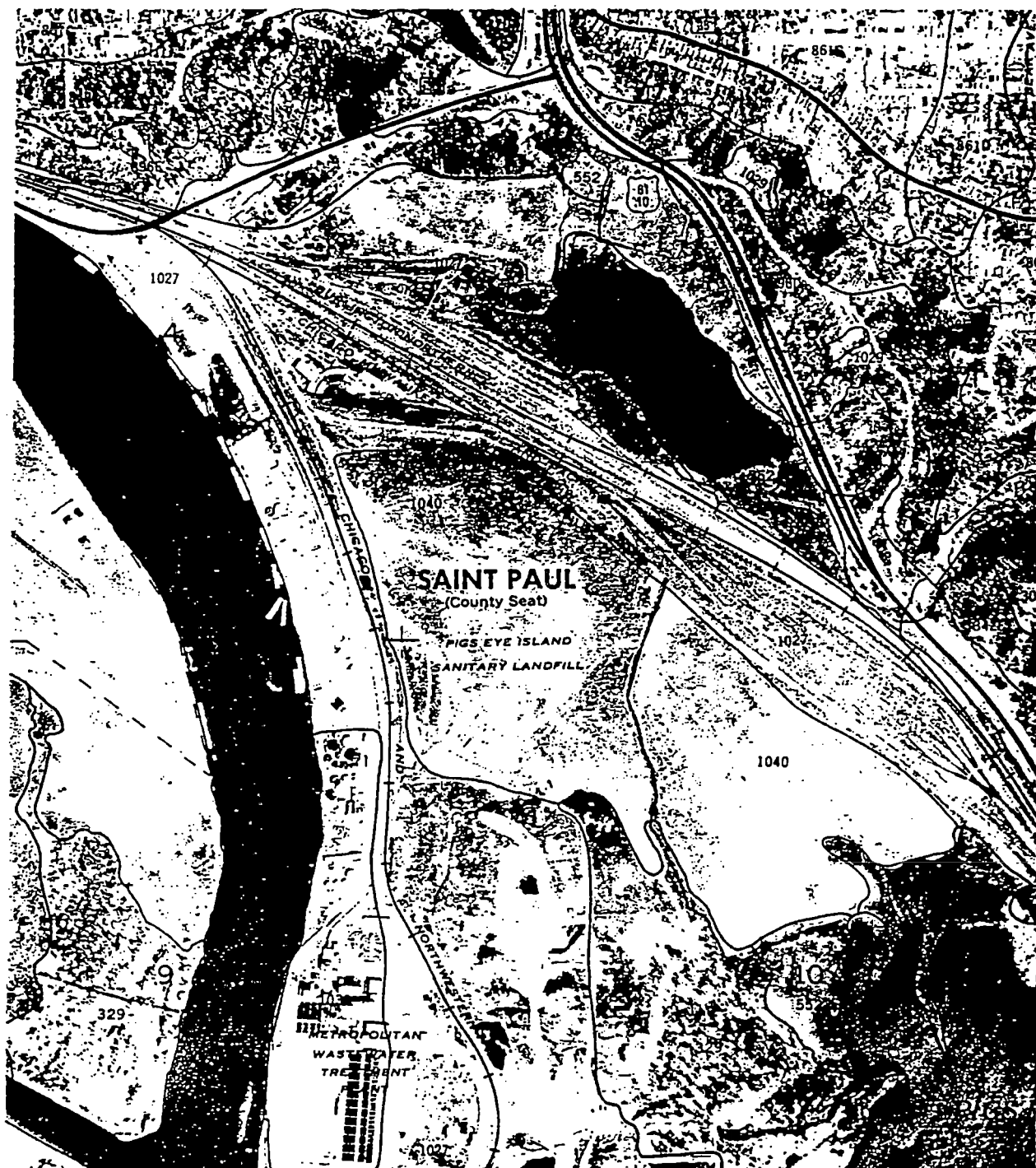
The haulers identified in Question #7 would be able to provide additional information as would representatives of 3M Corporation, Ford Motor Company, and Waste Control, Incorporated.

In the future, should the City discover any further information relevant to the site, it will forward all pertinent information to the MPCA.

SITE LOCATION IN ST. PAUL, MINNESOTA



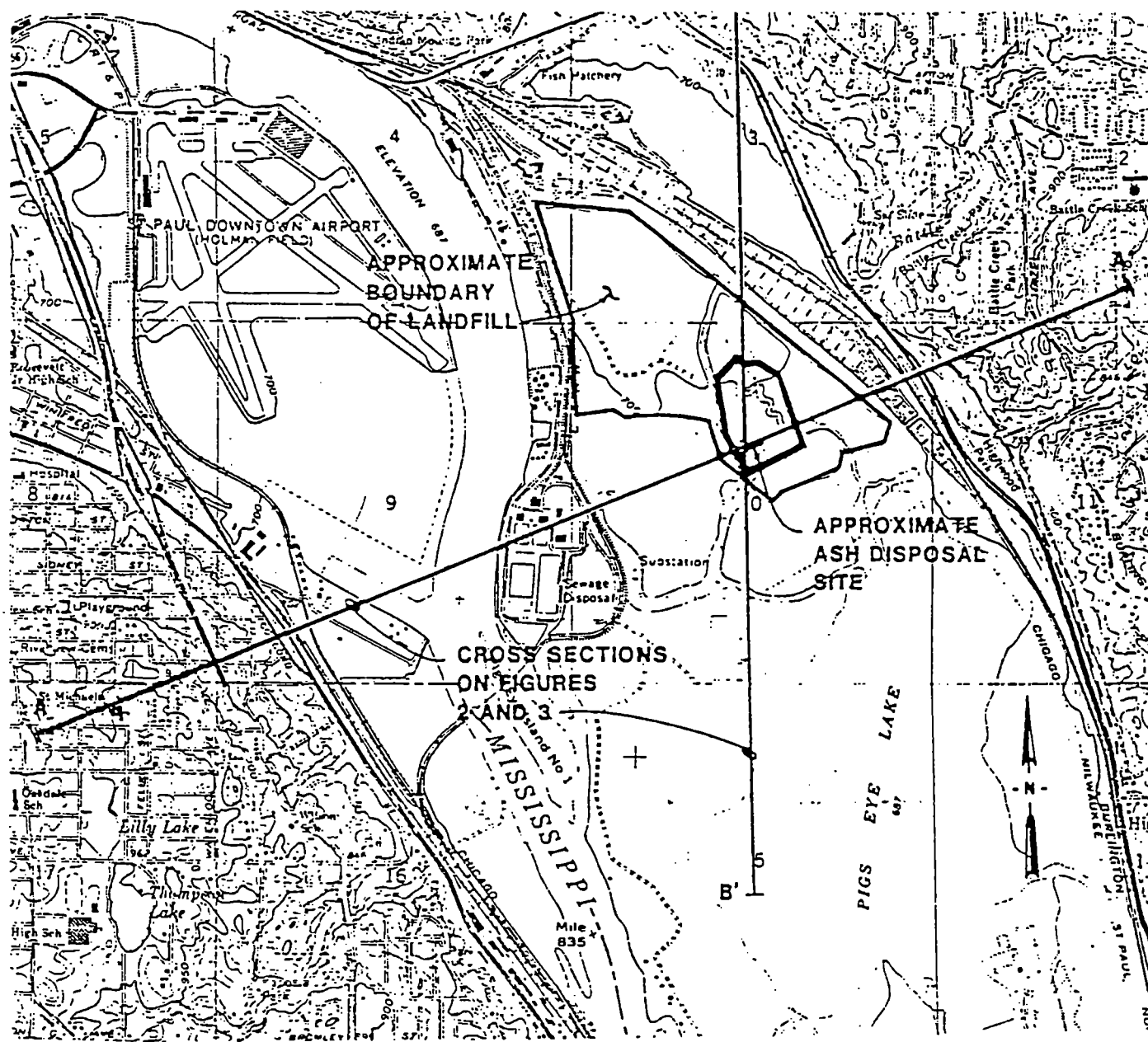
MAP I
PIG'S EYE DUMP SITE LOCATION
Source: MPCA:1979



MAP II

PIG'S EYE DUMP AERIAL VIEW

Source: Department of Public Works Archives



MAP III
MWCC ASH LOCTION
Source: Department of Public Works Archives

APPENDIX I



Chicago, Milwaukee, St. Paul
and Pacific Railroad Company

02273

516 West Jackson Boulevard
Chicago, Illinois 60606
Phone 312/648-3000

August 1, 1980
Refer to: 82316

Mr. J. William Donovan
Valuation & Assessment Engineer
City of St. Paul
Department of Finance & Management Services
Division of Assessments & Valuations
286 City Hall
St. Paul, MN 55102

Dear Mr. Donovan:

This has reference to Lease 82316 in favor of the City of St. Paul covering Milwaukee Road property at St. Paul, Minnesota for the storage of dead trees.

The City of St. Paul requested termination of this lease effective January 1, 1980, by letter dated December 4, 1979, a copy of which is attached hereto. An inspection of the property revealed that the surface of the lease site had been left in a satisfactory condition for the termination of the lease, but to date we have not heard from you concerning notification from the Minnesota Pollution Control Agency that the property has been left in a condition satisfactory with their requirements and specifications.

Will you please look into this matter and advise when we might receive appropriate notification from the Minnesota Pollution Control Agency, so that this lease can be terminated. If you should have any further questions concerning this matter, please contact me at 312-648-3016.

Very truly yours,

(SIGNED) R. R. BRUNS

R. R. Bruns
Manager-Leases

RRB/jm/5/074

cc Mr. Daniel J. Dunford
Director of Public Works
243 City Hall
St. Paul, MN 55102

Mrs. Judith Barr
Program Coordinator
City of St. Paul
Department of Community Services
545 City Hall
St. Paul, MN 55102

Dun
AUG 13 1980

AMENDMENT TO AGREEMENT

THIS AGREEMENT, dated this 26th day of September, 1969, by and between the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Wisconsin corporation, hereinafter referred to as "Railroad Company", and the City of Saint Paul, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City";

WITNESSETH:

WHEREAS, Railroad Company and City have entered into an agreement dated November 6, 1962, whereby the City was granted the right to use land owned by Railroad Company for landfill purposes, subject to certain conditions contained there, and it is now mutually agreed that the said agreement should be amended so as to provide for an annual rental therefor;

NOW, THEREFORE, The parties do hereby agree that that certain agreement referred to above shall be amended to add the following provision:

"In consideration for the right to use the real property of the Railroad Company for all purpose dump, the City agrees to pay an annual rental, the amount thereof to be equal to the amount of annual real estate tax levied against the real property which is the subject of the agreement herein. It is agreed that the annual rental shall be paid by the City within thirty (30) days from the date of receipt of a copy of the annual tax

statement together with a request for payment therefor from the Railroad Company."

It is further agreed by and between the parties hereto that this amendatory agreement shall take effect immediately and that the first annual rental shall be paid by the City during the year of 1969, and continue to be paid thereafter until the agreement shall be further amended or terminated in the manner therein provided.

It is further mutually agreed by and between the parties hereto that all the terms and conditions of that certain agreement referred to above shall continue in full force and effect, except as modified by this amendatory agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

In Presence Of:

Ed. J. Jackson Jr.

CHICAGO, MILWAUKEE, ST. PAUL
AND PACIFIC RAILROAD COMPANY

By *S. J. Allen*

VICE PRESIDENT-REAL ESTATE AND INDUSTRIAL DEVELOPMENT

CITY OF SAINT PAUL

By *Thomas R. Payne*

Mayor

Approved as to Form:

James J. Heisl
Assistant Corporation Counsel

Robert F. ...
Commissioner of Public Works

Approved as to form and
execution this 30 day
of Sept, 1969.

James J. Heisl
Assistant Corporation Counsel

Thomas R. Payne
City Clerk

Countersigned:

James J. Heisl
City Comptroller

THIS AGREEMENT, Made this 6 day of May, A. D. 1962, by and between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, hereinafter called "Railroad Company" and CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota, hereinafter called "City",

W I T N E S S E T H:

That the Railroad Company, in consideration of the sum of ONE AND 10/100 (\$1.00) DOLLAR to it paid by the City, the receipt whereof is hereby acknowledged, and in further consideration of the faithful performance by the City of all the agreements herein contained, hereby grants unto said City the right, license and privilege of using for an all purpose dump the portion of said Railroad Company's property at Saint Paul, Minnesota, shown outlined in yellow on the blue print dated August 6, 1962 hereto attached and made a part hereof; the dumping operations to be of the so-called Sanitary Fill Method with the dump filled in layers of not more than 6 or 7 feet deep and covered at the end of each day with earth, rubble or other waste materials from paving and wrecking jobs.

SUBJECT ALWAYS to the observance and performance by the City of all and singular the following conditions to be by it observed, kept and performed, as follows, to-wit:

1. That the City will fill said dump to an elevation to be determined by the Railroad Company and that it will supervise said dump at all times when the same is in use, and separate all combustible material for burning at certain times on the filled portion of the dump.

2. That the City will install and maintain a water line for fire protection and provide an outlet for any drainage lines which may empty into the dump.

3. That the City will perform all of its work under this agreement at its sole cost and expense and to the satisfaction of the Chief Engineer of said Railroad Company or his authorized representative.

4. That the City will indemnify and save harmless the Railroad Company, its successors and assigns, from all liability, cost and expense for

loss of or damage to property and injury to or death of persons, by whomsoever sustained, which may be caused or occasioned in any manner by reason of the work to be performed on said Railroad Company's right of way.

5. The parties hereto, by the execution of this license, hereby terminate any prior licenses of the premises herein devised.

6. This agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns; PROVIDED, however, that the Railroad Company may, without liability for damage therefor, terminate this agreement at any time by giving to the City six (6) months notice in writing and that upon the effective date of such termination, the filling material placed upon said Railroad Company's premises shall become the property of the Railroad Company.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY

Edward L. Jackson Jr.
Witness

By E. J. Kiel
Director - Real Estate and
Industrial Development

CITY OF SAINT PAUL

Attest:

Agnes H. O'Connor
City Clerk

By John J. Brown
Mayor

Countersigned:

James J. Sullivan
Comptroller

By William R. Riney
Commissioner of Public Works

FORM APPROVED

Robert A. Farley
Asst. Corporation Counsel

A P P E N D I X I I

SURVEY OF

REFUSE HAULERS AND HAULING CAPACITY

IN

CITY OF ST. PAUL

October 27, 1970

CITY OF ST. PAUL

DEPARTMENT OF PUBLIC WORKS

MAINTENANCE SERVICES DEPARTMENT

RUBBISH HAULERS1970

Adams, Herbert	Herb's Trucking	752 Lafond
Addyman, John	Addyman Disposal	1611 Euclid
Allan, Daniel	Danny's Rubbish	Rte #2, Rosemount, Minn.
Anderson, Floyd W.	Al & Pete's Rubbish	781 Englewood
Anderson, Melvin		2172 E. Sixth Street
Anderson, Raymond L.		1315 Lake Elmo Road
Anderson, William		543 Fuller
Bearth, James J.	Jim's Rubbish Removal	761 W. Iowa
Beerman, Burnell	Beerman Services	6900 Dixie Ave., Inver Grove
Berkman, John	Omaha Iron & Metal	637 Pine
Berkman, John	Waste Control	637 Pine
Berquist, Kenneth		1045 Pleasant
Blaha, Anthony A.		875 Dayton
Brown, Earl E., Jr.	E & E Trucking	1842 E. Arlington
Bullock, James		3713 73rd St. E., Inver Grove
Carey, Dick	Econ-O-Haul	323 Case Avenue
Carey, Thomas	Carey Rubbish	3396 Afton Road
Casanova, Walter & James	Casanova Brothers	158 E. Sidney
Cashill, James M.		668 So. Victoria
Cassell, Yaker		640 Iglehart
Cox, Johnny B.	Johnny's Rubbish Hauling	884 Laurel
Davis, Clyde V.	C-V Davis Rubbish Service	962 Carroll
Eggers, Edward	Ed's Trucking	333 E. Lawson
Freidl, James	Jerry Carle's Rubbish	1598 Hollywood Court
Furchner, Joseph T.	Clean Up Service	297 W. Cook
Garcia, Faustino		307 E. Page Street
Garcia, Matilda Z.		475 No. Smith Ave.
Garcia, Raymond		728 Oakdale
Gerner, Raymond J.		2517 James Drive, Maplewood
Gonzales, Vicente		1214 Lark Ave.
Gray, Willie D.	W. D. Gray Trucking	1036 W. Central
Gunderson, Walter		1267 Matilda
Gunderson, Walter		936 Lafond
Hammer, Ronald B.	Karben's Truck Service	2701 E. 12th Ave., No.
Haugen, Gordon		2988 Tanners Lake Road, South
Heille, Gordon	Circle Rubbish	1257 Palace
Humphrey, Vincen L.	Humphrey's Rubbish	965 Hague
Hess, Fred C.		409 Ashland
Jansen, Ted Jr.	Janco Hauling	452 St. Clair
Johnson, Charles	Bellaire Sanitation	Rte #3, Box 181, Stillwater

Kachel, Milton J.	Mickey's City Wide	1450 Alaska Ave.
Karas, Ben		1206 W. 60th St., South St. Paul
Kastner, Robert J.	Twin City Rubbish	1991 No. Kent
Killian, Harvey P.	Pete's Rubbish	1179 Jackson
Klang, Carl J.	Carl's Rubbish Service	905 Birch Street, Hugo, Minn.
Kowski, Ronald		1569 Oakdale, West St. Paul
Krause, Franklin A.		716 James Street
Krawczewski, Raymond	Red Arrow	41 E. Chicago
Krupenny, Donald	Krupenny Disposal	825 Brown
Lambert, Joseph N.	Truck Crane Service	213 S.E. 2nd Street, Minneapolis
Logan, George Allen, Jr.		1320 Marshall
Mangge, Edward T.	Ace Rubbish	2232 E. 6th Street
McKnight, Harry D.		640 4th Ave. So., South St. Paul
McPhillips, Mike		85 W. Water Street
Meredith, Dean C.	Haul-A-Way Systems, Inc.	1482 Taylor
Mertes, Jack & Farone & Doug.	Jack's & Doug's	725 Simon
Mudek, John C.	Mudek Trucking	19 E. Haskell
Mudek, John P.	Sanitary Hauling	1520 Ames
		1515 Ames
Nitti, James		6639 Concord Blvd., Inver Grove Heights
Nurnberg, Charles O.		877 Tuscarora
Oehrlein, Ben		Rte. #1, South St. Paul
Oehrlein, Edward	Oehrlein & Sons	708 Watson
Oehrlein, Emil	Highland Park Sanitary Serv.	1800 Century Ave.
Olson, Roland		1948 E. Nebraska
Osberg, Kenneth		1123 Juno Avenue
Oster, Marvin G.	Marv's Rubbish Service	2785 Pilot Knob Road
Oxford, George V.		2305 Linwood Avenue, E.
Oxford-Rauschnot	Capitol City Disposal	1655 White Bear Ave.
Paul, Avery		1167 Woodbridge
Pederson, Arnold		1115 E. Jessamine
Plan, Gordon		253 E. Curtice
Plant, Joseph & James	Plant Brothers	385 E. Page
Rauschnot, Frank		9985 Barnes Ave. E., South St. Paul
Remackel, Frank		547 Lawrence Street
Remackel, John J.		1087 Edgerton
Rivet, William	Rivet Transfer	1373 Scheffer
Rusthoven, Jay	Nomad Equipt. & Service	415 Marshall
Rychlicki, Charles A.	Chuck's Hauling	614 Farrington
Rychlicki, Robert	Spike's Hauling	1432 Edmund
Sadowski, Frank	Frank's Trucking	147 E. Annapolis
St. Paul Terminal Warehouse	Space Center	444 Lafayette Road
Saloka, Albert		2776 N. Helen, North St. Paul
Saver, Kenneth		1307 6th Ave. S., South St. Paul
Sherrard, James	Dependable Service	1062 Forest
Slayton, Homer T.	Slayton's Trucking	159 E. Isabel

Smith, Glenn		Rte #2, Box 56, Stillwater, Mi
Souter, Duane & Leslie	Action Rubbish	1158 Stryker, West St. Paul
Vanella		
Splichal, George		1269 Scheffer
Spores, Loring E.	Spore's Trucking	2228 E. 6th Street
Stone, George L.	2253 Stewart Avenue	
Traynor, Geo. & Emmett	Mit-EE Kleen	82 W. Robie
Troje, Dennis J.		4525 Barbara Ave.E.
Tyuse, Vanderbilt		574 Fuller
Van Den Boom, Leonard	Van's Rubbish Service	170 W. County Road B
Vasko, George J.		1591 Hoyt Avenue
Walter, John	Walter's Disposal	2930 101st Ave. N.E.,Minneapc
Wegleitner, Eugene	Gene's Disposal Service	2048 McMenemy
Wegner, Charles A.	Dispos-O Waste	1400 Searle
Weme, Severt H., Jr.	Fragrant Trucking	416 Bloom, White Bear Lake
Weinzettel, Jacob, Jr.	Mendota Heights Rubbish	Box 6040, West St. Paul
Wiley, Merrion L.		492 W. County Road B-2
Williams, Richard	Williams Trucking	1024 Bush
Woodbeck, Walter E.	Sonny's Trucking	1219 Eugene Street
Wybierala, Richard	Poor Richard's, Inc.	820 Clark
Wynne, John J.	Wynne's Rubbish Removal	785 E. Jessamine

City of St. Paul
Department of Public Works
Maintenance Services Department

02281

RESUME OF REFUSE COLLECTORS AND HAULING CAPACITY IN CITY OF ST. PAUL

<u>Name</u>	<u>Total Truck Capacity (Cu.Yds.)</u>	<u>Total Trucks</u>	<u>Total Persons In Truck Crews</u>	<u>Total Residences</u>	<u>Tot Busine</u>
Adams, Herbert	15	1	2	221	8
Addyman, John	34	2	4	2100	120
Allan, Daniel	45	2	2	11	74
Anderson, Floyd	13	1	1	700	25
Anderson, Melvin	18	1	1	580	25
Anderson, Raymond	18	1	3	15	80
Anderson, William	17	1	1	300	7
Bearth, James	NO RESPONSE				
Beerman, Burnell	84	5	10	1074	32
Berkman, John (Omaha Iron & Metal)	40	1	1	0	35
Berkman, John (Waste Control)	566	18	18	0	178
Berquist, Kenneth	16	1	2	300	40
Blaha, Anthony	5	1	1	120	31
Brown, Earl	6	1	2	30	2
Bullock, James	31	2	3	1150	20
Carey, Dick	16	1	1	475	50
Carey, Thomas	16	1	1	850	35
Casanova, Walter	36	2	2	0	120
Cashill, James	34	2	4	400	70
Cassell, Yukon	7	1	2	125	0
Cox, Johnny	16	1	1	110	5
Davis, Clyde	16	1	1	75	2
Eggers, Edward	12	1	2	180	8

<u>Name</u>	<u>Total Truck Capacity (Cu.Yds.)</u>	<u>Total Trucks</u>	<u>Total Persons In Truck Crews</u>	02282 <u>10000 Residences</u>	<u>Total Business</u>
Freidl, James	19	2	2	1600	20
Furchner, Joseph	SOLD BUSINESS				
Garcia, Faustino	8	1	2	129	0
Garcia, Matilda	12	1	3	100	0
Garcia, Raymond	8	1	2	100	0
Gerner, Raymond	7	1	1	400	50
Gonzales, Vicente	19	1	1	30	0
Gray, Willie	20	1	1	960	50
Gunderson, Walter	16	2	2	798	10
Hangge, Edward	16	1	1	340	11
Hammer, Ronald	13	1	1	425	75
Haugen, Gordon	7	1	1	120	6
Heille, Gordon	20	1	2	2000	4
Humphrey, Vincen	15	1	2	50	3
Hess, Fred	5	1	1	225	0
Jansen, Ted	16	1	2	500	40
Johnson, Chas.	24	1	1	0	5
Kachel, Milton	16	1	2	1500	75
Karas, Ben	33	2	4	700	11
Kastner, Robert	16	1	2	1630	720
Killian, Harvey	16	1	2	300	0
Klang, Carl	13	1	1	400	30
Kowski, Ronald	32	3	3	50	100
Krause, Franklin	26	2	2	2500	150
Krawczewski, Ray	NO RESPONSE				
Krupenny, Donald	40	2	4	150	115
Lambert, Jos. (Truck Crane Serv)	18	1	1	0	6
Logan, George	10	1	2	865	10

<u>Name</u>	<u>Total Truck Capacity (Cu.Yds.)</u>	<u>Total Trucks</u>	<u>Total Persons In Truck Crews</u>	<u>Total Residences</u>	<u>Total Business</u>
McKnight, Harry	35	2	2	0	30
McPhillips, Mike	NO RESPONSE				
Meredith, Dean	143	7	7	0	300
Mertes & Farone	16	1	2	250	25
Mudek, John C.	15	1	2	180	100
Mudek, John P.	59	2	3	450	80
Nitti, James	26	2	2	454	9
Nurnberg, Charles	6	1	1	515	0
Oehrlein, Ben	16	1	2	700	50
Oehrlein, Ed	29	2	4	1300	65
Oehrlein, Emil	17	1	2	1200	25
Olson, Roland	12	1	1	150	3
Osberg, Kenneth	10	1	2	283	11
Oster, Marvin	16	1	2	300	25
Oxford, George	18	1	1	1500	25
Oxford -Rauschnot	18	1	1	500	0
Paul, Alvery	17	1	2	500	3
Pederson, Arnold	SOLD BUSINESS				
Plan, Gordon	13	1	1	25	9
Plant, Joseph	38	2	2	0	200
Rauschnot, Frank	18	1	2	1500	40
Remackel, Frank	60	2		0	0
Remackel, John	82	5	6	40	116
Rivet, William	34	2	4	0	100
Rusthoven, Jay	16	1	3	200	2
Rychlicki, Charles	NO RESPONSE				
Rychlicki, Robert	NO RESPONSE				

<u>Name</u>	<u>Total Truck Capacity (Cu. Yds.)</u>	<u>Total Trucks</u>	<u>Total Persons In Truck Crews</u>	<u>Total Residences</u>	<u>total Business</u>
Sadowski, Frank	11	1	1	3	2
Space Center	415	17	17	0	2
Saloka, Albert	30	2	5	2700	92
Saver, Kenneth	17	1	2	81	141
Sherrard, James	16	1	1	500	50
Slayton, Homer	22	2	2	500	20
Smith, Glenn	20	1	1	0	2
Souter-Vanella	16	1	2	1000	100
Splichal, George	16	1	2	550	50
Spores, Loring	17	1	1	30	200
Stone, George	5	1	1	25	0
Traynor, George	13	1	3	300	0
Troje, Dennis	16	1	1	500	50
Tyuse, Vanderbilt	6	1	3	200	25
VanDerBoom, Leonard	16	1	1	988	88
Vasko, George	34	2	2	610	220
Walter, John	81	4	4	810	201
Wegleitner, Eugene	16	1	8	1215	8
Wegner, Charles	34	2	2	8	100
Weme, Severt	17	1	1	1400	0
Weinzettal, Jacob	16	1	2	125	45
Wiley, Merrion	8	1	1	150	5
Williams, Richard	16	1	2	1200	25
Woodbeck, Walter	13	1	1	350	50
Wybierala, Richard	325	17	28	7021	1006
Wynne, John	13	1	1	300	8
TOTALS	3,441	186	256	55,301	6,165

RUBBISH HAULERS WITH NON-RESIDENT DUMPING PRIVILEGE AGREEMENTS
FOR PIG'S EYE SANITARY LANDFILL

1963

William Reid 3635 Pilot Knob Rd. St. Paul 1, Minn.	Pd. \$150.00 for $\frac{1}{2}$ yr.	1-2-63
Harry McKnight 640 - 4th Ave. S. So. St. Paul, Minn.	Pd. \$150.00 for $\frac{1}{2}$ yr.	1-22-63
Minnesota Mining & Mfg. Co. 3025 Stillwater Rd. St. Paul, Minn.	Pd. \$300.00 per month	2-1-63
John J. Remackel 1087 Edgerton St. St. Paul, Minn.	Pd. \$300.00 for full yr.	2-11-63
Joseph Plant 222 Eva St. Paul, Minn.	Pd. \$150.00 for $\frac{1}{2}$ yr.	2-27-63
Dean Meredith 1482 Taylor St. Paul, Minn.		
Jack N. Toth 145 E. Hurley West St. Paul, Minn.		
Ronald Kowski 1363 Colby St. Paul, Minn.	Pd. \$50.00 for the months of January & February (Route has been sold) (March 18, 1963) No contract for the yr. of 1963.	3-18-63

From undated Response Order by Consent (Dave Douglas File)

02288

- A RFRA was issued to 3M on 1/22/85 for the Chemolite Site

- Dave D. also has copy of ACO with 3M for Oakdale sites. Doesn't specifically point to Chemolite Site though, and compounds aren't listed responsible person within the meaning of Minn. Stat. § 115B.03, subd. 1(a) and

(b); (3) the actions to be taken pursuant to this Order are reasonable and necessary to protect the public health or welfare or the environment; (4) a reasonable time for beginning and completing the actions required by this Order has been provided for; and (5) 3M has agreed to undertake the actions specified in this Order.

B.

Parties

This Order shall apply to and be binding upon the following parties:

1. The Minnesota Mining and Manufacturing Company; and
2. The Minnesota Pollution Control Agency.

C.

Statement of Facts

For purposes of this Order, the following constitutes a summary of the facts upon which this Order is based. None of the facts related herein shall be considered admissions by either party with respect to any claims unrelated to or persons not a party to this Order.

1. The 3M Chemolite Site is owned by 3M and is located in the northern half of Section 34 and the southern half of Section 27, T27N, R21W, in the city of Cottage Grove. A map of the 3M Chemolite Site is attached as Attachment 1.

2. Since 1947, 3M has owned and operated the 3M Chemolite Plant. A variety of chemicals have been utilized during the plant history, including various alcohols, ethers, ketones, toluene, xylenes, and other organic solvents.

3. In February, 1981, the MPCA received an anonymous "hotline" complaint reporting waste disposal at the 3M Chemolite Site during the period 1950-1955.

Following a review of aerial photos, the MPCA requested 3M to compile information files and employee interviews on the types, amounts, and locations of waste disposal on the 3M Chemolite Site.

4. A 3M report dated July 28, 1981, identified six areas on the 3M Chemolite Site which were used for disposal during the time period 1947-1973. The disposal areas included disposal pits for burial of neutralized hydrofluoric tars, boiler ash, and phenolic wastes and a burn pit for incineration of scrap, off-specification products, construction debris, and waste solvents.

5. A Phase I Investigation Report, completed in March 1982, by 3M's consultant Roy F. Weston, Inc., confirmed the locations and nature of the six waste disposal areas that were indicated in the July 28, 1981 3M report. The investigation indicated that the six production wells on the 3M Chemolite Site generate a cone of depression that prevents ground water from leaving the 3M Chemolite Site. Water quality monitoring indicated the presence of acetone and various chlorinated solvents in the 3M Chemolite production well #1.

6. In late 1982, three monitoring wells were installed on the 3M Chemolite Site and sampled by 3M. Analytical results indicated the release of low levels of several hazardous substances, pollutants or contaminants including the following; 1,1,1-trichloroethane, methylene chloride, chloroform, 1,1-dichloroethane, 1,2-dichloroethane, 1,1,2-trichloroethane, acetone, benzene, toluene and methyl ethyl ketone.

7. In the Spring of 1983, 3M reported an additional waste disposal area, situated in a heavily-vegetated ravine on the western side of the 3M Chemolite Site. This disposal area contains approximately 100 barrels, which appear to contain resins, adhesives, and granular pigments.

8. The 3M Chemolite Site is included on the October, 1984 MPCA Permanent List of Priorities (PLOP) under the Class D (RI/FS) category with a Hazard Ranking Score of 33.

Hard
Barron

* Russel Susag (3m) 3m used a St. Paul Trucking firm to carry its waste. The firm is now space center.

former hauler witnessed 3m dumping 55 gal. barrels + having security guards posted.

SW files - 3m area - mostly plastics
25 yds at _____

waste summary 100% of piss-ape are cellulosic waste similar to materials deposited by 3m

Union Gasper

soil had high levels of Vylene
barrels found in 1980

Contractor on Union Gasper blg. believes barrels were from 3m - thought they still have labels or markings which identified them. Barrels were rebound on site

File
 Date
 used pm +

3m waste

St. Paul named on 3m waste previously
 moved to Harry "mickley" farm now in
 we dump at Pigs eye.

10-29-92 Interview w/ Karl Schmeisser
 engineer

retired st Paul public works employee -

we when waste about 3m waste & Harry

mickley land kept stake that Harry

mickley was head of space center and of

one point space center had trading business.

the business did all the hauling & waste

3m waste. as noted when mickley farm was

he said he said place of the land was called

a farm but he thought it was filling

in it. refuse by the landfills they cured

cut off.

Bis

Harry-McHealey - head guy from waste area
 on keyfayett - space center - former pleatist

wastelands
 had 1 individual

dumping done by waste

3m word st. Paul farm
also farm
monthly invoices to 3m

3m stopped K W City 3/13/67 - from
then on - pd st. Paul farm used
will pay city.

12/13/66 3m letter describing waste as
city scrap. 12/11/66 to 2/10/65

There are also letters which describe
waste as just "waste".

Mable with any waste waste 652
1961 - any scrap

Ann:

I was looking through lists of WQ files sent to the State Records Center and found reference to the following. I thought you may find them interesting.

National Pollutant Discharge Elimination System/State Disposal System Permit & Enforcement:
Zenith Dredge/Hallet Dock 1977-1981, MNDO53198, Lot 88-262, Box 50

Zenith Dredging/Hallet Dock #5 Lot 88-208, Box 7

Cheryl

3M Chemolite 1972

" " " 1972-1982 Lot 88-262, box 1

Industrial project files 1950-1981, Chemolite, lot 84-90, box 11

Volkmoth lot 88-249, box 16

NOTES FROM GWSW ST. PAUL & RAMSEY COUNTY FILE RESEARCH

Area across from Capitol Supply on Lafayette Road (up hill from MPCA) has been used by the City of St. Paul to disposed of street sweepings. An analysis from the street sweepings indicate metals. The sweepings were disposed at site when it was opened.

Space Center had 17 trucks and two customers; 16 for 3M waste and one for American Can.

Fish Hatchery Dump closed on March 13, 1971.

Pigs Eye dump in 1971 received 5000 cubic yards daily. Amount was expected to go up because of the ban on backyard burning.

70 acres were filled in on Pigs Eye between 1960-1964.

ITEMS TO CHECK INTO FURTHER

Metropolitan Council required that landfills in seven county metro area be opened to all within that seven county area. Did St. Paul allow nonresidents to dump again in Pigs Eye?

Waste Water Treatment Plant dumped solid waste, bar screenings, and grit on the site in 1973.

Industrial Steel Co. reconditioned barrels it received from 3M. Barrels containing solvents were accumulated and sent back to the 3M Chemolite plant for incineration. Waste Control picked up the ash. Where did ash go then?

There is evidence of industrial waste going down the sewers at the time the ash and/or sludge was placed on the site.

Solid waste files

02441

~~WNN~~
WNN

~~WNN~~
WNN

Pigs Fly established by ordinance

C. E. 178730 adopted 7-11-56 - local agreement file
#106

Braun - Water Quality testing. 3.92-3.93

1953 - stop feeding uncooked garbage to hogs

Ch into linen for sanitation workers.

Chesil Pigs are used for waste for industrial purposes, fish handling as waste/area area

impractical to improve Pigs for better use - too costly in respect to life left.

Bid Ramsey Co. Data Processing Dept Computerist billing system -

→ What did 3M have in Hastings? see memo

→ Olmyst Rubbish = Johnny B lot

- Poor Richards - Richard & Lydie rede
- Circle Rubbish service -
- Pigs Eye - Stearns Chasing 07/31/67

PIG'S EYE DUMP

1956 Begin operating

1961 Close dump to nonresidents unless prior arrangements
 are made with hauler or city council. Haulers are
 asked to identify nonresident stops.

1964 Burning is stopped.

1966 City of St. Paul is notified by the MN Health Dept.
 about problems with dump.

1967 City begins to charge fee for dump usage.
 MPCA notifies City of St. Paul about dump problems.

1972 Dump closes (7/1/72).

Cheryl

PIGRFR3.wk1

FINANCIAL PROGRESS REPORT
FY 1993
JANUARY 1993

SITE: PIG'S EYE DUMP
PHASE: RFRA
FUNDING SOURCE: Federal \$
AID #: 835504
PREPARED BY: NILE FELLOWS
DATE PREPARED: FEBRUARY 12, 1993

OBJECT CLASS CATEGORY	CURRENT APPROVED BUDGET (CERCLA/MERLA)	AMOUNT EXPENDED IN PREVIOUS FISCAL YEARS	SWAS BUDGET FY93	SWAS ENCUMBRANCE FY93	AMOUNT SPENT during JAN	TOTAL AMOUNT SPENT FY93	SWAS ENCUMBRANC % BALANCE	SWAS BUDGET SPENT	MSCA TOTAL BUDGET SPENT	MSCA TOTAL BUDGET REMAINING
PERSONNEL + FRINGE	\$24,040.00	\$2,160.00	\$21,800.00	\$21,800.00	\$36.00	\$1,936.00	\$19,864.00	9%	\$4,096.00	\$19,944.00
TRAVEL - in state	\$130.00	\$0.00	\$130.00	\$0.01	\$0.00	\$0.00	\$0.01	0%	\$0.00	\$130.00
SUPPLIES	\$270.00	\$0.00	\$270.00	\$0.01	\$0.00	\$0.00	\$0.01	0%	\$0.00	\$270.00
CONTRACTUAL	\$5,350.00	\$0.00	\$5,350.00	\$0.01	\$0.00	\$0.00	\$0.01	0%	\$0.00	\$5,350.00
OTHER,FEES,COMMUN	\$99.00	\$0.00	\$99.00	\$0.01	\$0.00	\$0.00	\$0.01	0%	\$0.00	\$99.00
TOTAL,DIRECT	\$29,889.00	\$2,160.00	\$27,649.00	\$21,800.04	\$36.00	\$1,936.00	\$19,864.04	7.0%	\$4,096.00	\$25,793.00
INDIRECT	\$8,270.00	\$612.46	\$6,193.38	\$0.00	\$10.23	\$550.02	\$0.00	9%	\$1,162.48	\$7,107.52
TOTAL	\$38,159.00	\$2,772.46	\$33,842.38	\$21,800.04	\$46.23	\$2,486.02	\$19,864.04	7.3%	\$5,258.48	\$32,900.52

*AMOUNT EXPENDED presents only those charges
which have been entered into the Statewide
Accounting System as of the date of the
most recent Statewide Accounting report.

PIGRFR3.wk1

FINANCIAL PROGRESS REPORT
FY 1993
JANUARY 1993

SITE: PIG'S EYE DUMP
PHASE: RFRA
FUNDING SOURCE: Federal \$
AID #: 835504
PREPARED BY: NILE FELLOWS
DATE PREPARED: FEBRUARY 12, 1993

OBJECT CLASS CATEGORY	CURRENT APPROVED BUDGET (CERCLA/MERLA)	AMOUNT EXPENDED IN PREVIOUS FISCAL YEARS	SWAS BUDGET FY93	SWAS ENCUMBRANCE FY93	AMOUNT SPENT during JAN	TOTAL AMOUNT SPENT FY93	SWAS ENCUMBRANC % BALANCE	SWAS BUDGET SPENT	MSCA TOTAL BUDGET SPENT	MSCA TOTAL BUDGET REMAINING
PERSONNEL + FRINGE	\$24,040.00	\$2,160.00	\$21,800.00	\$21,800.00	\$36.00	\$1,936.00	\$19,864.00	9%	\$4,096.00	\$19,944.00
TRAVEL - in state	\$130.00	\$0.00	\$130.00	\$0.01	\$0.00	\$0.00	\$0.01	0%	\$0.00	\$130.00
SUPPLIES	\$270.00	\$0.00	\$270.00	\$0.01	\$0.00	\$0.00	\$0.01	0%	\$0.00	\$2
CONTRACTUAL	\$5,350.00	\$0.00	\$5,350.00	\$0.01	\$0.00	\$0.00	\$0.01	0%	\$0.00	\$5,3

02443

Handwritten signature

PIGPRP3.wk1

FINANCIAL PROGRESS REPORT
FY 1993
JANUARY 1993

SITE: PIG'S EYE DUMP
PHASE: PRP SEARCH
FUNDING SOURCE: Federal \$
AID #: 835496
PREPARED BY: NILE FELLOWS
DATE PREPARED: FEBRUARY 12, 1993

OBJECT CLASS CATEGORY	CURRENT APPROVED BUDGET (CERCLA/MERLA)	AMOUNT EXPENDED IN PREVIOUS FISCAL YEARS	SWAS BUDGET FY93	SWAS ENCUMBRANCE FY93	AMOUNT SPENT during JAN	TOTAL AMOUNT SPENT FY93	SWAS ENCUMBRANC BALANCE	% SWAS BUDGET SPENT	MSCA TOTAL BUDGET SPENT	MSCA TOTAL BUDGET REMAINING
PERSONNEL + FRINGE	\$25,811.00	\$2,722.00	\$23,500.00	\$23,500.00	\$653.00	\$7,535.00	\$15,965.00	32%	\$10,257.00	\$15,554.00
TRAVEL - in state	\$0.00	\$0.00	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
EQUIPMENT	\$500.00	\$0.00	\$500.00	\$0.01	\$0.00	\$0.00	\$0.01	0.0%		
SUPPLIES	\$250.00	\$0.00	\$250.00	\$0.01	\$0.00	\$0.00	\$0.01	0%	\$0.00	\$250.00
CONTRACTUAL	\$250.00	\$0.00	\$250.00	\$0.01	\$0.00	\$0.00	\$0.01	0%	\$0.00	\$250.00
OTHER, FEES, COMMUN	\$237.00	\$0.00	\$237.00	\$100.00	\$0.00	\$20.00	\$80.00	8%	\$20.00	\$217.00
TOTAL, DIRECT	\$27,048.00	\$2,722.00	\$24,737.01	\$23,600.03	\$653.00	\$7,555.00	\$16,045.03	30.5%	\$10,277.00	\$16,771.00
INDIRECT	\$8,879.00	\$775.77	\$6,676.35	\$0.00	\$186.11	\$2,147.48	\$0.00	32%	\$2,923.25	\$5,955.76
TOTAL	\$35,927.00	\$3,497.77	\$31,413.36	\$23,600.03	\$839.11	\$9,702.48	\$16,045.03	30.9%	\$13,200.25	\$22,726.76

*AMOUNT EXPENDED presents only those charges
which have been entered into the Statewide
Accounting System as of the date of the
most recent Statewide Accounting report.

02444

TELEPHONE CALL

HW

From REBECCA FLOOD (ENV. SCI) Tel No 229-2073

Company METRO. WASTE CONTROL CORP City ST. PAUL

Date 8-3-88

Subject PRELIMINARY TESTING OF HAZ. WASTE

REBECCA FLOOD RELATED THE FOLLOWING INFORMATION TO NALT HARRIS (MRA/HW ENFORCEMENT) IN REGARD TO PRELIMINARY TESTING ON THE SAMPLES TAKEN BY PAE LABS, ON THE MWCL SITE JULY 7, 1988.

(I) ACID CARRIERS: 1 EMPTY, 2 PARTIALS, THE ACID WILL BE TESTED TO DETERMINE TYPE AND CONCENTRATION

(II) SOIL: SOIL WILL BE TESTED FOR VOLATILES AND CADMIUM, CHROMIUM AND LEAD CONTENT.

(III) DRUM BOTTOM SOLIDS: THESE WILL BE CONSOLIDATED FROM SEVERAL DRUMS INTO ONE DRUM. THESE SOLIDS WILL BE TESTED FOR VOLATILES, METALS.

(IV) DRUMS: INITIALLY, MOST OF THE DRUMS CONTAINED AN OIL/WATER MIX. THESE DRUMS WILL BE CONSOLIDATED. ADDITIONALLY, THERE WERE TWO DRUMS CONTAINING A SOLVENT/WATER MIX, AND ONE DRUM STRAIGHT SOLVENT. THERE WAS ALSO ONE DRUM CONTAINING A BROWN NON-OIL LIQUID WITH A PH OF 3.

ANALYSIS WILL BE COMPLETED ON ALL SAMPLES TO DETERMINE THE NATURE OF THE MATERIALS. TESTING WILL BE DONE BY PAE LABS, REFERENCED MR. DEENER

PIG'S EYE DUMP QUESTIONS

What was your connection with the landfill?

Describe the set up of the landfill?

How were companies wastes or wastes trucks handled?

What businesses used the landfill?

What haulers used their own trucks and drivers to bring loads to the landfill?

Were there haulers who did solely or primarily commercial and industrial refuse collection?

Were certain areas of the landfill used by certain companies or commercial business in general? Can you show these areas on the map?

Was there waste all over landfill? Describe process.

Did companies dump barrels intact or were materials emptied from the barrels?

Did you remember liquid waste being dumped by companies?

Was commercial waste burned at any point in time? Did this change later in time?

Were commercial wastes buried, burned, or both depending on waste?

Were there fires?

Were there floods?

Who do you know of anyone who could provide us with more information?

Do you remember any files or other documentation that was made?

Do you remember any of the following companies using the landfill? If yes, do you remember type of waste, amount, and where the waste was put.

3M	Land O Lakes
Whirlpool	Unisys
Ford	Union Carbide
West Publishing	Anchor Hocking
EMC	Boise Cascade
State of MN	Buckbee Mears
Honeywell	Deluxe
Ecolab	Merrill
Brown & Bigelow	Coco Cola

HB Fuller
Gillette
Old Dutch Foods
Old Home Foods
Pearson Candies
Breweries: Schmidt
Pioneer/Dispatch

Stone Container
Waldorf

From: MNPCA::MRGATE::"A1::FELLOWS_N" 12-OCT-1992 11:44:21.11
To: SMITH_C
CC:
Subj: 3M pigs eye

From: NAME: Nile Fellows
FUNC: GW Site Response Section
TEL: (612) 296-7782 <FELLOWS_N AT A1 AT MNPCA>
To: NAME: Cheryl Smith <SMITH_C@mrgate>

Russ Susag? 778-4468 returned my calls concerning Pig's Eye and 3M.

He had no copy of an RFI response, but did have a letter that 3M had sent in response to the RFI. He said he would send me a copy of this letter.

I told Russ that rather than have him answer the old RFI that we would send him out a new questionnaire.

He said he was involved in a research project in 1965 for the U of M at Pig's Eye. He also indicated that we should talk to Kent Shoenberger who was with the City at the time.

- Russ also indicated that there have been several floods, 1951, 1965 and 1969. He indicated that after the 1969 flood that burning no longer took place at the site.

*Russell
Susag*

Ch in to
Holm + Olson
greenhouse
see RF file

Beerman Services hauled barrels of sludges
to Pig's Eye.

Pig's Eye wasn't a permitted landfill - MPCA wouldn't give permit.

307 acres. Wood Chipping facility operated by City of St. Paul.

Owned by St. Paul, CME Real Estate, MWCC, St. Paul Port Authority

Pig's Eye - operating in 1956. Served more than 70% of St. Paul & southern suburbs. Residential, commercial, and industrial wastes. Closed by MPCA in 1972 (July 1st)

Dec. 1977 - MWCC permitted to dispose of sewage sludge ash on 31 acres of landfill. Permit was renewed in 1979 & 1985. Est. 435,000 cubic yards of ash disposed of on site.

Dec 1980, former hauler witnessed 31M dumping 55 gal. drums & posting security guards around the dumping area. in approx 1970 or 71.

Summer 1988 - Site caught on fire and burned intermittently for over two months.

files contain names of two former employees.

Dump was divided into 3 areas - no part was for demolition debris, central portion was used in and used only by 3m, and south portion was household waste. So area also rec'd high amts. of waste from food motor company.

City of Al. paid for solid waste files. Check mtr solid waste files

Foggy & palans in area

Millwauie RR cleared 177 acres
51. Paid Port Authority - 130 acres.